**Collective Agreement** 



# 2022-2025

# **COLLECTIVE AGREEMENT**

1 July 2022 - 30 June 2025

**Parties** 



New Zealand Post Limited (NZ Post)

and



**Postal Workers Union of Aotearoa** 

# **PWUA CONTACTS**

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# **USEFUL CONTACTS**

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<b>Ministry of Business Innovation and Employment</b> (Formerly the Department of Labour)	0800 20 90 20
Human Rights Commission	0800 496 877
Marram Trust	04 801 2920 www.marram.co.nz
New Zealand Post Superannuation Plan	0800 697 728 (0800 NZP SAVE) superplan@nzpost.co.nz
Kiwibank	0800 11 33 55

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**Family Violence Helpline** 

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# **EMPLOYMENT PHILOSPHY**

# INTRODUCTION

The purpose of this section of the agreement is to set out NZ Post's employment philosophy. We want all employees to understand how they contribute to making NZ Post a great company and a great place to work.

# JOINT OBJECTIVES

- 1. The parties to this agreement have the joint objectives of:
  - maintaining and growing NZ Post;
  - having NZ Post recognised by its customers as being great to do business with;
  - making the most cost-effective use of technology and improving productivity through minimising duplication, mistakes, rework and waste; and
  - improving the workplace through consultation, skill development and good management and leadership practices.

### **PARTNERSHIP FOR SUCCESS**

- 2. The Executive Leadership Team (ELT) of NZ Post:
  - believes NZ Post will achieve success through all employees working together, striving for common goals and mutual gain;
  - wants a relationship with employees based on people acting honestly with mutual respect and trust;
  - believes that all the people who work at NZ Post must be clear about what is required of them, treat others with respect, be given honest feedback, understand where the Company is going, and what the Company needs to do to achieve its goals, in order to achieve success.
- 3. To build on its relationship with employees, we have set out our commitments to our people and our expectations of the support we seek in return.

# COMMITMENTS TO THE PEOPLE OF NZ POST

- 4. The ELT is committed to ensuring NZ Post is a good employer.
- 5. We believe we will only achieve our vision through open communication and the active support and involvement of the people who work at NZ Post.
- 6. We want NZ Post to be a great place to work and to support this we are committed to:
  - providing safe and healthy workplaces;
  - treating people fairly;
  - helping people to develop their abilities;
  - ensuring equal employment opportunities;
  - rewarding and recognising peoples' efforts;
  - keeping people informed; and
  - consulting people on important issues.

### To Provide Safe and Healthy Workplaces

- 7. We care about, and are committed to, promoting the health, safety and well-being of NZ Post people.
- 8. We will provide safe and healthy workplaces. We will make every reasonable effort to prevent accidents and protect workers from injuries. If an employee is injured at work, we will work proactively to support their rehabilitation.

### **To Treat People Fairly**

- 9. We believe in:
  - treating people fairly and with respect;
  - ensuring people are given clarity as to what is expected of them and how their role and skills contribute to NZ Post's goals;
  - having recruitment and selection processes that are fair, non-discriminatory and ensure the best person is appointed to the role; and
  - acting in a procedurally fair way when taking any action that affects a person's employment or role at NZ Post (e. g., hiring, promotions, assessments, remuneration, structural or role or process changes, redeployment, termination, poor performance or disciplinary matters). A range of policies and procedures exist to ensure employees' rights and views are given proper consideration. This agreement sets out some of those matters, others can be found in Company policies, business rules, procedures and guidelines.

### To Help People Develop Their Abilities

- 10. We will make sure people have the opportunity to learn the skills they need for their job today, so they are able to do the best possible job. This will help NZ Post to deliver the service to the standards our customers want and to achieve our business objectives.
- 11. We are committed to offering opportunities and support for development to those people who seek them to help them develop their skills, knowledge and potential, and increase their employability inside or outside NZ Post.

### **To Reward and Recognise People's Efforts**

- 12. We believe that our people should share in the success of the business.
- 13. We are committed to making sure pay is fair and rewards people for performing at a competent level. We also provide additional rewards for better business performance.
- 14. We are committed to ensuring people are given feedback on their performance, so they know how well they are doing. We also encourage people to take responsibility to get feedback on their performance.

# **To Keep People Informed**

- 15. We are committed to keeping people well informed about what is happening in NZ Post, to being honest and to being as open as possible with them.
- 16. Good communication is a two-way process and management knows people are keen to contribute. Leaders are committed to listening to people and to giving them feedback on their thinking and ideas.

### To Consult People on Important Issues

- 17. We are committed to consulting employees and their unions on important issues that affect their work.
- 18. We will continue to change to meet the needs of our customers and stay successful. The ELT believes that people who are actively involved in decisions about change will be more committed to helping make NZ Post a successful business. As much as possible, leaders will consult with people directly affected by proposed changes.
- 19. When consulting with people we will:
  - make sure that any proposed change is legal and that it recognises everyone's rights under this agreement;
  - give people enough time to consider the proposed change and make comments and suggestions;
  - give careful thought to these comments and suggestions;
  - try to reach an agreement on the proposed change and how it will be put in place; and
  - do this in a way that meets our commitment to treat people fairly and with respect.

# A. EMPLOYMENT PHILOSOPHY

- 20. There may be situations where, for commercial reasons, leaders cannot tell people about changes that need to be made. In this situation management will:
  - meet our obligations under this agreement;
  - try to reach an agreement on how change will be put in place; and
  - do this in a way that meets our commitment to treat people fairly and with respect.
- 21. Employees have the right under law to be represented by whomever they choose. We respect that right and will recognise employee representatives.

# OUR EXPECTATIONS OF THE PEOPLE OF NZ POST

- 22. Leaders need the support of their people to help NZ Post achieve its vision. This means the people who work for NZ Post need to be committed to:
  - keeping themselves and each other safe at work;
  - being honest and professional in dealings with the public and with each other;
  - being customer focused, and using initiative;
  - taking good care of the messages, goods and payments our customers trust us with;
  - delivering quality work performance;
  - being reliable and trustworthy;
  - helping NZ Post be profitable;
  - being co-operative and working well as a team member; and
  - being willing to learn and adapt to changes as they happen.

# **SCOPE OF THE AGREEMENT**

# PARTIES

1. The parties to this Agreement are:

#### **Employer:**

New Zealand Post Limited

referred to as 'NZ Post' or 'the Company'

and

Union:

### • The Postal Workers Union of Aotearoa (PWUA)

referred to as PWUA or the Union

### COVERAGE

- 2. This agreement will cover all employees who, at the date of ratification of this agreement, are members of this union subject to clause 4 of this section.
- 3. This agreement will also apply to other existing or new employees who elect to join the union during the currency of the agreement.
- 4. This agreement does not apply to employees of NZ Post who are employed in the Management or Specialist career streams.

# TERM

5. This agreement will begin on 1 July 2022 and end on 30 June 2025.

# **CHANGING THE AGREEMENT**

- 6. This agreement may be varied by the parties, provided that in seeking ratification of any proposed variation the union will be required to obtain the consent of directly affected employees only. Employees not directly affected by the proposed variation cannot vote on the proposed variation.
- 7. Employees who are directly affected by the proposed variation will vote on the proposed variation through a secret ballot carried out by the union. Under the union's ratification procedure, the agreement of the employees is obtained if 50% + 1 of the employees vote in favour of it.
- 8. The variation agreement must be in writing and must:
  - list the employees directly affected by the variation;
  - contain all the terms of the variation and identify any amendments to this agreement;
  - state the date upon which the variation agreement will come into force;
  - state the termination date if this is different from the date of the expiry of this agreement; and
  - be signed by an authorised representative of NZ Post and an authorised representative of the union.
- 9. The variation agreement will form part of this agreement from the date the variation agreement comes into force.

# SAVINGS

10. Unless changed in the negotiation of this agreement, the provisions of this agreement shall not be interpreted in a way that reduces the conditions of employment otherwise prevailing.

# GLOSSARY

11. The following is an explanation of some of the words and phrases used in this agreement:

Word/Phrase	Explanation
Broken Period of Work	"Broken period of work" means a Roster that provides for an employee to attend work on 2 or more separate occasions (excluding meal or rest periods) within a day.
	Where an employee seeks to work their contracted hours in broken periods or split shifts, these may be worked by individual agreement in writing at the outset of the arrangement. This provision is available in order to enable permanent part-time employees to maximise their earnings. NZ Post will not seek to impose or generate new Broken Period of Work or split shift arrangements.
Consult / Consultation with the union	NZ Post will consult with the union by informing it of proposed changes, providing the opportunity to comment, and carefully considering any such comment before a final decision is made.
	In any discussion during the consultative process the objective of both parties will be to reach agreement on the proposal. Reasonable time is to be allowed for discussion, but progress must not be unduly delayed.
	In the event that agreement cannot be reached within a sensible timeframe, NZ Post will decide on whether to proceed with the proposal, either in its original or in a modified form.
Continuous Service	Continuous service will be deemed to be broken by a 7-day break in service not including leave (paid or unpaid).
	Employees who were employed by NZ Post on 1 April 1987 and who were still employed by NZ Post prior to the commencement of this agreement may count previous government and New Zealand Post Office service as part of their continuous service with NZ Post.
Contracted Hours	"Contracted hours" means the minimum number of hours of work per week that an employee and NZ Post have agreed.
Day	For the purposes of this agreement, "day" means "calendar day" or "midnight to midnight" except in the case of midnight employees.
	For the purposes of this agreement, "day" in the case of a "midnight employee" means each of the 24-hour periods which make up the pay week commencing at midday on Sunday.
	A "midnight employee" is an employee whose standard roster includes 1 or more shifts which span midnight (i.e., which commence before midnight and continue into the next calendar day). Such shift qualifies the employee as a "midnight employee" for the purposes of this agreement.
	In the case of an employee working "a broken period", if any period of work spans midnight, they shall be regarded as a midnight employee.
Dependant	A person who is living with and maintained by the employee. (Exception D29)
Мау	"May" is a discretionary term.

# **B.** SCOPE OF AGREEMENT

Word/Phrase	Explanation
Must/Will	"Must" and "will" are mandatory terms.
Pay Week	"Pay Week" means the 7 calendar days from midnight to midnight commencing midnight Saturday (2400 hours) except for midnight employees. For midnight employees "pay week" means the 7 days commencing midday Sunday.
Rostered Duty or Roster	<ul> <li>"Rostered duty" or "Roster" means the:</li> <li>actual start and finish times;</li> <li>days of the week on which an employee is scheduled to work; and number of days per week over which an employee's contracted hours are scheduled to be worked.</li> </ul>
Time/T1/T1.5/T2	<ul> <li>For the purpose of calculating rates of pay and allowances, "Time" means the hourly rate of pay.</li> <li>T1 means single time.</li> <li>T1.5 means time and a half.</li> <li>T2 means double time.</li> <li>These rates of pay are not in addition to the pay that the employee might otherwise have received if the penal payment did not apply.</li> </ul>
Work Period	Work Period, in the context of rest and meal breaks only, has the definition given to it by section 69ZC of the Employment Relations Act 2000.

# **HOURS OF WORK**

1. NZ Post operates 24 hours a day. NZ Post needs to be flexible so that it can respond to customer needs. At times, NZ Post may consider it needs to alter an employee's hours of work to meet those needs.

### **CONTRACTED HOURS**

2. Upon appointment, the number of an employee's contracted hours will be fixed by agreement between the employee and NZ Post. These contracted hours may then only change by agreement. Contracted hours may not exceed the full-time week hours for the employee's occupational grouping as set out below:

Occupational Group	Full time weekly hours
Administration	37 hours and 55 minutes per week
Delivery	37 hours and 40 minutes per week (except where agreed under O19)
Operations	40 hours per week
National Call Centre	40 hours per week

Part-time employees are employees whose contracted hours are less than the prescribed Full-time weekly hours.

### ROSTERS

- 3. Rosters may provide for contracted hours to be worked:
  - continuously or Broken Periods of Work; and
  - on 1 or 2 or 3 or 4 or 5 or 6 days per week.

Provided that:

- agreement is required to change an employee who is rostered to work 5 days per week to a Roster requiring 6 days' work per week. Where agreement cannot be reached and for operational reasons NZ Post requires 6-day coverage, one of the options the Company may explore is to propose a surplus staffing situation;
- agreement is required to roster broken periods of work in accordance with B11;
- the Roster is in accordance with the specific conditions of the occupational grouping;
- no Roster may provide for work to be scheduled on all 7 days of the week or 7 consecutive days;
- where practicable, the Roster for employees rostered to work over 4 or 5 days will provide for 2 consecutive days off each week. NOTE: Full time 4-day employees in Mail Processing will have two (2) consecutive days off.
- 4. NZ Post will publish any changes to the Roster at least 14 days in advance of the start of the roster except in the case of changes arising from an employee exercising their right to take an alternative holiday/day in lieu on 14 days' notice in which case no less than 7 days' notice will be given.
- 5. The published Roster will show:
  - The days to be worked and the start/finish times over which the employee's contracted hours are to be worked (contracted hours' roster).
  - Any overtime that employees have agreed to work, and which has been scheduled or rostered for the 14-day period (rostered overtime). Once rostered overtime is scheduled NZ Post is obliged to provide it and the employee is obliged to work it.

# C. HOURS OF WORK

### **Roster Changes – Administration**

6. NZ Post must get the agreement of employees in the administration occupational grouping before it can change their rosters.

#### **Roster Changes – Service Delivery/ Operations**

- 7. Where NZ Post wishes to change the rosters for employees in the Service Delivery and Operations occupational groupings, NZ Post must consult to:
  - Ensure that any proposed change to the roster falls within the specific conditions for the relevant occupational group.
  - Give the appropriate employee representatives (e.g. the union work-site Committee) and employee(s) adequate time to consider the proposed roster.
  - Give due regard to the employee's personal circumstances.
  - Give careful consideration to their views.
  - Try to reach an agreement with the employee(s) on the proposed roster.
  - Give careful consideration to any significant impact to the employee's lifestyle when prior roster changes are taken into account.
- 8. If agreement cannot be reached, NZ Post will decide whether to proceed with the proposed changes to the roster.
- 9. NZ Post will not change the days to be worked under the roster unless such changes are necessary to meet business or delivery requirements and in the case of employees in the Service Delivery occupational group, will not change the number of days on which the weekly contracted hours are worked without their agreement.

### OVERTIME

- 10. All overtime will be voluntary except as follows:
  - Where overtime has been agreed and rostered in accordance with C5.
  - Where an employee is called out in accordance with C20.
- 11. Unless overtime is otherwise defined and prescribed in the schedules for occupational groupings, the following terms (C12-16) apply.
- 12. "Overtime" means time worked in excess of the employee's contracted hours. Note that in the case of employees covered by the Service Delivery occupational schedule, overtime can only occur on days that are rostered working days for that employee.
- 13. Overtime can be both rostered and non-rostered.
- 14. Overtime as defined in C12 above is payable at the following rates:
  - At the rate of T1 for all time worked up to and including 40 hours in a week.
  - At the rate of T1.5 for all time worked in excess of 40 hours in a week and in the case of a part time employee who is ordinarily rostered to work up to an including 5 days for all time worked on a sixth or seventh day.
  - At the rate of T2 for time worked in excess of 11 hours in a day.
  - In the case of employees in the Administration occupational grouping, the reference to "40" in this clause shall be read as meaning "37:55".
- 15. Subject to C10 above, where business and delivery requirements permit, managers will on all occasions, offer the overtime work first (at T1) to permanent part-time employees, and only in the case of refusal or non-availability of these employees, will the manager then re-allocate overtime to those employees who wish to work it.
- 16. Any affected part-time employee may request that their number of contracted hours be reviewed having regard to the work pattern (particularly the number, regularity and pattern of T1 overtime hours) of that employee over the previous 6 months. The review will include whether that work pattern is expected to continue over the next period and, if so, whether the part-time employee's

# C. HOURS OF WORK

contracted hours should be increased to properly reflect this ongoing situation. Part-time employees who agree to undertake work patterns that are expected to include regular periods of T1 overtime will be provided with the reasons for such arrangements in writing prior to the commencement of each arrangement.

# **REST AND MEAL BREAKS**

17. Breaks will be taken as follows:

If work period is more than 2 hours but not more than 4 hours	a paid rest break of 10 minutes
If work period is more than 4 hours but not more than 6 hours	a paid rest break of 10 minutes an unpaid meal break of 30 minutes
If work period is more than 6 hours but not more than 10 hours	a paid rest break of 10 minutes an unpaid meal break of 30 minutes a paid rest break of 10 minutes
If work period is more than 10 hours but not more than 12 hours	a paid rest break of 10 minutes an unpaid meal break of 30 minutes a paid rest break of 10 minutes a paid rest break of 10 minutes
If work period is more than 12 hours but not more than 14 hours	a paid rest break of 10 minutes an unpaid meal break of 30 minutes a paid rest break of 10 minutes a paid rest break of 10 minutes a paid meal break of 30 minutes

- 18. The leader and the employee may agree on the timing of rest and meal breaks. If agreement cannot be reached, then the breaks are to be spread evenly throughout the work period, so far as is reasonable and practicable.
- 19. **Note:** Refer to specific variations to the above provisions that are set out in the occupational schedules. For clarity, where there is a conflict between this section and the occupational schedules, the provisions in the occupational schedule will prevail.

# CALL-OUT

- 20. Where an employee is called out, the employee will receive T1.5 per hour with a minimum payment of 4 hours at T1.5, provided that where more than 1 call-out is completed within 4 hours only 1 call-out payment will be made. An employee called out on a public holiday will be paid T2 per hour with a minimum of 4 hours at T2 and receive a day in lieu. This provision will also apply to an employee who is required to attend a call-out for an emergency security issue, or a team leader attending to unforeseen operational or customer requirements.
- 21. These provisions do not apply when an employee is requested and agrees to attend work early to undertake overtime prior to their rostered start time.

### **MINIMUM BREAK**

- 22. Employees must, where possible, have an uninterrupted 9-hour break between finishing work on one day and starting work the next day.
- 23. In the case of employees who have agreed to work Broken Periods of Work, the 9-hour break may be either between finishing work on one day and commencing on the next, or within the period of the day, so long as there is at least one minimum 9-hour break within each 24-hour period from the commencement of the first duty.

# C. HOURS OF WORK

24. Where (for employees who are not working broken periods of work) it is not possible for an employee to have a 9-hour break, the employee will be paid at overtime rates for the hours worked until the employee has had a 9-hour break from work. Payment at overtime rate is not payable to employees who have exchanged rostered duties with another employee.

# TIME OFF INSTEAD OF OVERTIME PAYMENT

- 25. Leaders may, at the employee's request, grant equivalent time off instead of overtime pay in respect of overtime worked where this can be arranged without adversely impacting on business needs.
- 26. The employee's request must be in writing.
- 27. The maximum amount of time off instead of overtime that may be granted is 40 hours each calendar year.
- 28. Where the leader agrees to the employee's request to grant time off in lieu, the excess hours will be recorded in writing as 'time in lieu credits' at the end of each work period.

### **TRAVELLING TIME**

- 29. The time spent travelling is counted as time worked where an employee is called from home to:
  - return to work, or
  - work on a day that is not a working day for that employee, or
  - start earlier than rostered start time (one way only).

For the purposes of this clause 'called from home' means the employee has accepted an offer of work to be performed on the same day as the offer is made. For the avoidance of doubt, prearranged overtime or pre-arranged additional hours will not trigger this clause and this clause has no application to On-Call employees.

In the case of mail processing employees at Te Riu o Tamaki Makau Rau, travelling time shall be calculated at the rate of 1 hour each way.

30. If an employee is required to travel on NZ Post business outside their contracted daily hours, the employee will be paid for the travelling time between work and the place of business. The maximum travelling time payment for any one day is 8 hours.

# ATTENDANCE RECORD

- 31. Employees must, if requested, record the following in a time book or other attendance record:
  - their start/finish time;
  - the times that they start and/or finish their meals and rest breaks; and
  - other details necessary to determine the time worked.
- 32. Any subsequent alteration to the attendance record must be made by the employee and signed by the leader.
- 33. If the attendance records are not disputed within 21 days from the date on which the employee was paid, all entries will be taken to be correct.

### FLEXIBILITY

- 34. This section and the specific conditions for occupational groupings give the broad basis on which hours of work are determined. These should not be regarded as inflexible, and a reasonable tolerance is permissible to meet local business and delivery requirements. NZ Post recognises this flexibility by allowing an early release from work when local business and delivery requirements are met.
- 35. Leaders may approve an exchange of duties between one employee and another or allow an employee to work as a substitute for another.

### **PUBLIC HOLIDAYS**

- 1. The following days (as the term "day" is defined in this agreement) will be public holidays which will, where they fall on days that would otherwise be normal working days for the employee, be holidays on pay:
  - Christmas Day (25 December)
  - Boxing Day (26 December)
  - New Year's Day (1 January)
  - 2 January
  - Waitangi Day (6 February)
  - Good Friday
  - Easter Monday
  - ANZAC Day (25 April)
  - King's Birthday Monday
  - Matariki
  - Labour day (4th Monday in October)
  - Anniversary day of the province or the day locally observed as that day.
- 2. Payment for a public holiday will be calculated in accordance with the Holidays Act 2003.
- 3. Except in the case of ANZAC Day and Waitangi Day, where the public holiday is observed on a day that is not a working day for the employee, an alternative holiday will be granted for all full-time employees working 4 days or more, to 4-day employees working 37 hours or more and part-time employees working 5 days or more. This alternative holiday will not be in addition to an alternative holiday attributable to that same day under D6 and D8. For the sake of clarity, an employee is not entitled to both a paid holiday and an alternative holiday in respect of the same public holiday.

### Mondayising and Tuesdayising

- 4. If ANZAC Day, Waitangi Day, Christmas Day, Boxing Day, New Year's Day and 2 January fall on Saturday or a Sunday the following will apply:
  - If the Saturday and/or Sunday are normal working days for the employee, then the public holidays lie where they fall.
  - If the Saturday and/or Sunday are not normal working days for the employee, the public holidays transfer to the Monday or the Tuesday as the case may be.
  - In the case of public holidays that transfer under this clause, Saturday public holidays transfer to Monday, Sunday public holidays transfer to the following Tuesday, except in the case of ANZAC Day and Waitangi Day which will transfer to the following Monday.
- 5. NZ Post and the employee may agree to observe the public holidays on days other than those specified above. However, the effect of that agreement will not be to reduce the number of paid public holidays the employee would have received.

### Effect of the Definition of a Day on the Observance of a Public Holiday

- 6. In accordance with the definition of a "day" contained in the Glossary of this agreement, it is explicitly agreed that the public holidays listed in D1 above will be observed as follows:
  - All public holidays will be observed for the 24-hour period on the calendar day specified for the observance of the public holiday, except in the case of "midnight employees" as defined in the Glossary of this agreement.
  - It is agreed that in the case of midnight employees, public holidays will be observed for the 24-hour period commencing at midday on the date specified in D1.

- The parties have agreed for the purposes of the Holidays Act that in the case of midnight employees the public holidays will be observed on days different from the days specified, that is on days commencing at midday on the specified day.
- The effect of the definition of a day contained in the words and phrases section of this agreement and the agreement expressed in the second bullet point above, will not be to reduce the number of public holidays the employee would otherwise have received. If the effect of these provisions is that the observance of the public holiday moves from a working day to a non-working day, then the employee will be granted an alternative holiday. Any such alternative holiday will not be in addition to an alternative holiday attributable to that holiday under D3 or D8.

### Work on a Public Holiday

7. An employee may agree to work on a public holiday, regardless of whether or not that day is normally a working day.

### Payment

- 8. An employee who works on a public holiday in accordance with D7, will be paid double time and receive an alternative holiday. In the case of On-Calls, they will receive an alternative holiday only where the day would otherwise have been a working day for them. This alternative holiday will not be in addition to any other alternative holiday attributable to that holiday under D3 and D6.
- 9. Payment for an alternative holiday will be calculated in accordance with the Holidays Act 2003.

### **Taking of Alternative Holidays**

- 10. The alternative holiday should be taken at a time agreed between NZ Post and the employee having regard to the wishes of the employee and the operational needs of the business.
- 11. If there is no agreement as to the taking of the alternative holiday, the employee may give 14 days' notice of their wish to take the day off, provided that it is less than 1 year since the day was earned. Prior to doing so the employee will consult their Leader over the intended timing of the alternative holiday and will have regard to operational needs.
- 12. In the event that the alternative holiday is not taken within 12 months of being earned, NZ Post may give 14 days' notice of the requirement to take the day and so roster the employee as being on an alternative holiday for that day.

### **Easter Saturday**

- 13. Employees who are required to work Easter Saturday will receive:
  - payment at single time (T1) for all contracted hours worked on Easter Saturday; and
  - an alternative paid holiday to be credited and taken in the same way as applies to alternative holidays credited in relation to public holidays.

### **Easter Closedown**

14. NZ Post customarily closes its operations for a period of time at Easter. The Company will provide at least 21 days' notice of the closedown dates each year.

Employees must take annual holidays to cover the closedown period. If the employee has no annual holiday owing, NZ Post will consult with the employee on options, including:

- use accrued leave; or
- take annual holidays in advance; or
- take leave without pay.

#### Long Weekends

15. NZ Post may decide to close its operations during long weekends and will provide at least 21 days' notice of the intention to do so.

Employees will be encouraged to take their annual holidays or use alternative holidays during these long weekends to enjoy the public holiday period. If the employee has annual holidays or alternative holidays that are more than 12 months old, the leader will discuss the taking of those holidays in accordance with D12 or D21.

If the employee has no annual holidays owing, the employee may elect to:

- use accrued leave; or
- take annual holidays in advance; or
- take leave without pay; or
- work the day.

### **ANNUAL HOLIDAYS**

- 16. NZ Post recognises that time away from work is desirable for a variety of reasons. Employees are entitled to take an uninterrupted break of 2 weeks' annual holidays each year.
- 17. Employees are entitled to the following paid annual holidays at the end of each year of their employment with NZ Post:

Length of Service		
1-5 years 6 years or longer		
4 weeks	5 weeks	

**Note:** Employees who were employed by NZ Post prior to 1 April 2020 and who work 6 days a week may be eligible to choose to receive an extra week of paid leave. To check entitlements, see the relevant provisions of the occupational schedules P and Q.

- 18. Employees must obtain their Leader's approval before annual holidays are taken. An application for leave will not be granted if local service delivery and business requirements cannot be met. For this reason, employees are encouraged to discuss the timing of their annual holidays with their Leader as early as possible.
- 19. Leaders must ensure that employees have an opportunity to take leave within 1 year of their annual holiday entitlement falling due.
- 20. Employees must obtain their Leader's approval if they wish to carry over their leave entitlement beyond 1 year of their annual holiday entitlement falling due.
- 21. Employees cannot be required to take annual holidays unless they have an entitlement to annual holidays. Leaders must give employees 21 days' notice before requiring them to take annual holidays.
- 22. Employees may anticipate up to 1 week of annual holidays.
- 23. Each working day taken as an annual holiday will reduce an employee's annual holiday entitlement by 1 day.
- 24. Payment for annual holidays will be calculated in accordance with the Holidays Act 2003.

### **Cashing Up Annual Holidays**

25. Where an employee has an entitlement to annual holidays, they may request a maximum of 1 full week of annual holidays be cashed up in each entitlement year (the year that starts on their leave anniversary date). Applications must be in writing and will be considered on a case-by-case basis. Applications made by a collective or group will not be considered.

#### SICK LEAVE

- 26. Employees must work for NZ Post for 3 months before they are eligible to take sick leave.
- 27. Employees are entitled to 10 days sick leave for each year of their employment with NZ Post.
- 28. At the end of each year of employment, any unused sick leave will be carried forward to the next year.
- 29. Employees may take sick leave:
  - if they are sick; or
  - to care for a partner, child or member of their household who is sick; or
  - to care for a sick dependant who may live in a different household. Medical certificates must be provided in support of applications for this type of sick leave, at the employee's expense.
  - **NOTE:** A dependant for the purposes of this clause is the child, partner or parent of an employee and includes those children, partners or parents who live in a different household to the employee. Where NZ Post is satisfied, other family members may be determined to be dependants depending on the nature of the relationship, the closeness of the association and other relevant considerations.
- 30. Payment for sick leave will be calculated in accordance with the Holidays Act 2003.
- 31. Employees must obtain a medical certificate if:
  - making a claim for sick leave for the purposes of caring for a dependant in another household as per D29 above;
  - the employee is sick while on annual holidays and they wish to take sick leave rather than use their annual holiday entitlement for the period of sickness;
  - their Leader asks them to obtain a medical certificate in support of a claim for sick leave where the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days;
  - their leader asks them to provide a medical certificate to support an application for additional sick leave on pay per D33 below.
- 32. The actual and reasonable costs of obtaining a medical certificate will be reimbursed to the employee when they are required to obtain a medical certificate for a reason other than those outlined above. The employee will provide a receipt where possible.

#### **Employees Who Have Used All of Their Sick Leave**

- 33. Employees who have used all their sick leave entitlement will have further absence from work as a result of sickness treated as sick leave without pay. At management discretion additional sick leave may be provided on pay. A medical certificate may be required. Management discretion will include consideration of the circumstances leading to the employee's sick leave request for paid discretionary leave, the employee's sick leave usage, leave balances and entitlements.
- 34. Employees who require additional leave for their menstrual health may be granted special paid leave. A medical certificate may be required.

#### **BEREAVEMENT LEAVE**

- 35. In the event of the death of an employee's spouse or partner, child, whāngai, brother or sister, parent, parent-in-law, grandparent or grandchild, the employee will receive a minimum of 3 days of paid bereavement leave.
- 36. In the event of the death of an employee's brother-in-law or sister-in-law (their partner's sibling or their sibling's partner), the employee will receive 1 day of bereavement leave to attend the funeral or tangihanga or to otherwise meet their obligations.
- 37. In the event of the death of someone with whom they have a close association, the employee may apply for 1 day of paid bereavement leave. In determining whether to grant such leave, the leader will have regard to the following:

- the closeness of the association;
- whether the employee has significant responsibility for all or any funeral or tangihanga arrangements;
- any cultural responsibilities in relation to the death.
- 38. Without limiting the meaning of close association, examples include an aunt, uncle, niece or nephew.
- 39. In the event an employee has a miscarriage or still-birth, they will receive 3 days of paid bereavement leave. In the event that an employee is the partner of a person who has a miscarriage or stillbirth (or former partner and would have been the biological parent of the child), they will receive 3 days of paid bereavement leave. If an employee had agreed to be the primary carer (through formal adoption of whangai) of a child who is miscarried or still born, or the partner of a person who agreed to be the primary carer, they will receive 3 days of paid bereavement leave.
- 40. Where an employee requests a greater amount of bereavement leave, for example where the association is particularly close, the employee has particular family obligations, in the case of a funeral overseas (or at a distance), or in other special circumstances, the leader may allow:
  - additional paid bereavement leave; or
  - annual holidays to be taken; or
  - leave without pay, or
  - a combination of the above.
- 41. Payment for bereavement leave will be calculated in accordance with the Holidays Act 2003.
- 42. Where bereavement occurs while an employee is on paid leave, or on unpaid leave taken to care for the sick relative, the leave may be interrupted, and paid bereavement leave granted.

### **PARENTAL LEAVE**

- 43. Parental leave under the Parental Leave and Employment Protection Act 1987 is leave without pay.
- 44. Employees must give 3 months' notice in writing of their intention to take parental leave.
- 45. NZ Post will make a parental leave payment if the employee:
  - qualifies for primary carer's leave or extended leave under the Act; and
  - returns to NZ Post after taking leave and works for a period of 6 months.
- 46. If both parents work for NZ Post, only 1 parent can receive the payment.
- 47. The amount of the parental leave payment is either:
  - 11.5% of the employee's annual base pay entitlement at the commencement of parental leave where 6 or more weeks of primary carer's leave or extended leave are taken; or
  - 0.275% of their annual base pay entitlement for each day of primary carer's leave or extended leave taken where the parental leave is less than 6 weeks.

### UNPAID SPECIAL LEAVE

48. A female employee who is pregnant may, before taking primary carer's leave, take up to 10 days leave without pay for reasons connected with pregnancy.

### **EXTENDED ABSENCE FOR CHILDCARE**

- 49. If an employee resigns from NZ Post to care for a pre-school child (or children), assistance will be given to enable them to return to work. The following conditions apply:
  - the maximum period of absence is 4 years; and
  - the employee must give the NZ Post 3 months' notice of their desire to return to work and the locations at which they are willing to work.

- 50. NZ Post will offer the employee any suitable position that becomes vacant during that 3-month period.
- 51. If the employee accepts the position, then the period of their previous employment with NZ Post will be considered continuous for the purpose of assessing their entitlements under this agreement.

### **REPRESENTATION LEAVE**

- 52. Work is only one aspect of our lives. Employees all have other interests, whether they involve sporting, cultural or other activities. NZ Post recognises that these activities may require employees to take time away from work to attend special events or pursue these interests.
- 53. If an employee needs to take time off work, they should discuss their needs with their Leader. In normal circumstances NZ Post will meet reasonable requests for time off work. The conditions of any representation leave, including whether it is paid or unpaid, will be decided by NZ Post.

# **STUDY LEAVE**

- 54. NZ Post may assist employees who wish to undertake an approved course of study that will assist them in their current job or future career within NZ Post.
- 55. Employees must discuss their needs with their Leader before they enrol for a course.
- 56. Assistance may include:
  - reimbursement of fees;
  - paid leave to attend lectures, exams, block courses and vacation courses associated with correspondence study;
  - paid leave during the fortnight prior to the exam; and
  - unpaid leave where the course is not specifically work related.

### **EXTENDED LEAVE WITHOUT PAY**

- 57. There may be a time when employees wish to stop work, for example to travel or study full-time. Employees should discuss their needs with their Leader. In some circumstances, NZ Post may allow employees to take extended leave without pay (extended leave).
- 58. An employee may not take more than 12 months' extended leave without pay during the period of their employment with NZ Post.
- 59. All annual holidays must be taken before the employee begins a period of extended leave without pay that exceeds 1 month.
- 60. There will be no entitlement to any public holidays which fall during a period of extended leave without pay as the employee is neither required, nor available to work during that period.
- 61. The following conditions apply for extended leave without pay of 3 months or less:
  - for extended leave without pay of 1 month or less, the employee's service with NZ Post is treated as continuous for the purpose of determining the employee's entitlements under this agreement;
  - for extended leave without pay of more than 1 month, the period of extended leave without pay will not count as service for the purpose of determining wage increments and annual holiday entitlements.
- 62. The following conditions apply to extended leave without pay of more than 3 months:
  - the period of extended leave will not count as service with NZ Post for the purpose of determining the employee's entitlements under this agreement;
  - upon return to work, the employee's previous service will be counted as continuous service for the purpose of determining wage increments and annual holiday entitlements;
  - at the beginning of extended leave, NZ Post will give notice to the employee that if they cannot be placed in employment at the end of the extended leave, the Company may terminate their employment;

- NZ Post may employ a permanent employee to replace an employee on extended leave;
- at the end of the period of extended leave, placement of the employee in either the same job or a newjob is not guaranteed. The job may be in a different location or involve a different type of work or grading. An employee who cannot be placed at the end of the period of extended leave will continue on extended leave for a further 3 months. If a placement cannot be made during that period, the employee's employment with NZ Post will be terminated.

### SERVICE LEAVE

63. Employees are entitled to the following service leave:

Completed Years of Continuous Permanent Service	Weeks of Service Leave Entitlement	No. of Weeks Entitlement that May Be Cashed Up
10	2	1
15	2	1
20	2	1
25	3	2
30	3	2
35	4	2
40	4	2
45 years, and every 5 years following	4	2

- 64. Service leave may be taken in days but can only be cashed up in whole weeks.
- 65. The timing of service leave will need to be agreed with an employee's Leader.
- 66. Part of an employee's service leave entitlement may be cashed up (see table above).
- 67. Payment for service leave will be calculated using the definition of relevant daily pay in the Holidays Act 2003.
- 68. Employees will lose their entitlement to service leave if:
  - it is not taken within 5 years of their entitlement to service leave falling due; or
  - they are dismissed from NZ Post; or
  - they resign from NZ Post.

### JURY SERVICE

- 69. Payment for jury service will be calculated using the definition of relevant daily pay in the Holidays Act 2003.
- 70. Employees must return to work on any day that they are not selected to serve on a jury.
- 71. Employees must obtain from the Court a certificate setting out the fee that they have been paid. This money must be given to NZ Post. Employees can keep any reimbursing payments made by the Court.

# HOLIDAYS ACT 2003

72. This section of the agreement incorporates and, in most cases, exceeds the minimum provisions of the Holidays Act 2003. Employees can obtain further information about entitlements under the Holidays Act from their union, or from the Ministry of Business, Innovation and Employment (free phone 0800 20 90 20).

### FAMILY VIOLENCE LEAVE

- 73. An employee who is affected by family violence or is responsible for a child who is affected by family violence, may apply for family violence leave in accordance with Part 2, Subpart 5 of the Holidays Act 2003 and NZ Post's Family Violence Support Guidelines.
- 74. The employee will be eligible to apply if they have completed 6 months' continuous service, working for an average of 10 hours a week, no less than 1 hour in every week or no less than 40 hours in every month during the last 6 months.
- 75. An eligible employee will receive 10 days of family violence leave per year, to assist them to deal with the effects of family violence (for example attending medical appointments, legal proceedings, relocating, meeting with support groups).
- 76. NZ Post may require proof that an employee is a person affected by family violence to be produced for family violence leave taken.
- 77. Payment for family violence leave will be calculated in accordance with the Holidays Act 2003.
- 78. To deal with the effects of family violence, an eligible employee may also request in writing a short-term change to their working arrangements (for example a change of their hours of work, days of work, place of work or any other terms of their employment). The request will be given careful consideration using the criteria set out in NZ Post's Family Violence Support Guidelines and Part 6AB of the Employment Relations Act 2000.
- 79. Employees who are concerned that themselves or a colleague may be a victim of family violence are encouraged to discuss this with their Leader, Human Resources Business Partner or to contact People Assist on 0800 767 868 (option 1). Employees can also find information and assistance with the following agencies:
  - Women's Refuge: 0800 REFUGE or 0800 733 843 /www.womensrefuge.org.nz
  - Shine: 0508 744 633 / www.2shine.org.nz
  - Are you ok?: 0800 456 450 / www.areyouok.or.nz
  - New Zealand Police: https://www.police.govt.nz/advice/family-violence
  - Citizens Advice Bureau: 0800 367 222 / www.cab.org.nz

# WORK ENVIRONMENT

# HEALTH AND SAFETY

- 1. NZ Post is committed to striving to achieve excellence in the management of health and safety in the workplace.
- 2. NZ Post will:
  - comply with all legal requirements;
  - train employees to do their job safely;
  - provide safety equipment and clothing where appropriate;
  - audit systems and practices against relevant Occupational Safety and Health (OSH) Codes of Practice including:
    - Use of Visual Display Units.
    - Manual Handling Guidelines.
    - Guidelines for the Prevention and Management of OOS.
    - Atmospheric Conditions in the Workplace.
  - make available to employees copies of any of these Codes or Guidelines upon request.
- 3. Employees will:
  - take all practical steps to look after their own health and safety;
  - take all practical steps to prevent harm to any other person;
  - comply with all directions given by NZ Post;
  - identify and report any accidents, incidents, hazards, or sub-standard conditions to NZ Post.
- 4. The union is committed to health and safety and will:
  - Consult with NZ Post on a regular basis to ensure there are comprehensive injury prevention and health protection programmes in place.
  - Support health and safety committees at local workplaces (where appropriate and practical) as one means of improving health and safety standards.

# **SAFE OPERATING WEIGHTS – OPERATIONS**

- 5. The maximum weights of mailbags will be:
  - 25kgs for bags containing ordinary surface postal articles;
  - 30kgs for bags containing parcels; and
  - no maximum for mail bags from overseas.
- 6. Employees will not be expected to lift or carry bags or postal articles that might injure them or cause them harm. Health and Safety Advisory Groups will have an ongoing responsibility to review handling methods in the workplace.

# **SAFE OPERATING WEIGHTS – SERVICE DELIVERY**

- 7. The weight to be carried by a postal delivery officer should not exceed the following:
  - 16kgs on a walking delivery.
  - 23kgs on a cycling delivery. It should not be so bulky as to hinder control of the bicycle.

### FACILITIES

8. NZ Post will ensure that each workplace has adequate lighting, heating, ventilation, washing and toilet facilities. Soap, hot water, and drying facilities will be provided. Towels, if provided, will be for the exclusive use of each employee.

# E. WORK ENVIRONMENT

9. NZ Post may (where practical and appropriate) provide lockers for security of personal belongings and to avoid congestion in the workplace.

### **FIRST AID TRAINING**

10. NZ Post will select employees to attend approved first aid training courses. Employees attending an approved course are entitled to paid leave and will be reimbursed any expenses incurred in attending the course.

### WORK-RELATED HARM

- 11. If an employee suffers harm as a result of a work-related accident:
  - NZ Post may require the employee to be treated by a doctor or health professional chosen by the Company. The Company will pay all expenses associated with the treatment.
  - Where practical and appropriate, NZ Post may transfer the employee to another job during any period of recovery. The employee will be paid the appropriate wage rate, industry payments and allowances for the job they performed prior to the accident unless the payments for working the contracted hours of the new job are higher.
- 12. If an employee is unable to work, NZ Post will pay the difference between their earnings-related compensation and their average taxable earnings for the first week away from work. The Company will not make this payment if the person's employment was due to terminate on the day of the accident or within 6 days of the accident.
- 13. If an employee is away from work for more than 1 week, NZ Post will make up the difference between their earnings-related compensation and the payment they would have received if they had worked their contracted hours of work. The employee will be paid the contracted hours at the appropriate hourly rate, industry payments and allowances for the job they performed prior to the accident.

### **WORK-RELATED HARM — REHABILITATION**

14. All people injured will have a rehabilitation plan put in place. When an agreed rehabilitation plan is in place, then the individual employee and NZ Post are obliged to participate.

# NON-WORK-RELATED HARM

- 15. If an employee is unable to work and is not entitled to earnings-related compensation; they may use their sick leave.
- 16. If an employee is entitled to earnings-related compensation, they may elect to use their sick leave entitlement to make up the difference between their earnings-related compensation and the payment they would have received for working their contracted hours of work.
- 17. If an employee suffers harm as a result of a non-work-related accident and is unable to perform their usual job, the employee may request a transfer to another job during the period of recovery. If NZ Post agrees to the employee's request, the employee will be paid the appropriate hourly rate for the job to which the employee is transferred.

### **EMPLOYEE'S BELONGINGS**

- 18. NZ Post is not responsible for any loss of or damage to an employee's property unless the:
  - loss or damage was caused by fire or theft; and
  - employee needed to use or store the property at work to enable them to perform their job.

### **ACCESS TO INFORMATION**

19. Employees have a right to access personal information under the Privacy Act 2020.

## SEXUAL HARASSMENT

- 20. NZ Post has a policy of equal employment opportunity and requires a high standard of conduct in the workplace. Sexual harassment is a form of discrimination that contravenes both these principles.
- 21. Leaders are responsible for maintaining a work environment free of unwelcome sexual behaviour and providing a mechanism for reporting sexual harassment and avoiding reprisals against the complainant.
- 22. All employees, including managers, are responsible for ensuring their own behaviour is not offensive.
- 23. Sexual harassment is verbal or physical behaviour of a sexual nature that is:
  - unwelcome to the receiver; and
  - embarrassing or intrusive.
- 24. Types of behaviour which may amount to sexual harassment:
  - sex-oriented jibes or abuse;
  - offensive gestures or comments;
  - unwanted and deliberate physical contact;
  - the use of pictures/posters or other visual material of an intimate sexual nature;
  - persistent and unwelcome social invitations, phone calls, email, or mail;
  - obscene phone calls, text messages, or other communication including social media.
- 25. Sexual harassment occurs when an employee, agent or customer of NZ Post:
  - makes a request for sexual intercourse, sexual contact or other sexual activity with an employee; and
  - promises preferential treatment at work or threatens worse treatment or dismissal.
- 26. Sexual harassment also occurs when:
  - an employee is subjected to unwelcome or offensive words of a sexual nature or physical behaviour of a sexual nature; and
  - the words or behaviour have had a negative effect on the employee's employment, job performance or job satisfaction.
- 27. Employees who consider that they have been subjected to sexual harassment are encouraged to make a complaint to their Leader (refer to section I Resolving Employment Relationship Problems). Alternatively, the employee may make a complaint to:
  - another Leader;
  - the Human Rights Commission;
  - the union.
- 28. NZ Post is responsible for ensuring that a fair and thorough investigation of the complaint takes place.

### EQUAL EMPLOYMENT OPPORTUNITY

- 29. NZ Post has a policy of equal employment opportunity, and in accordance with that policy any person is eligible to apply for, and be appointed to, any vacancy in NZ Post.
- 30. This policy seeks to provide equal access, consideration and encouragement in the areas of recruitment, selection, promotion, conditions of employment and career development. People must be able to pursue their careers without their opportunities being reduced by factors that are irrelevant to the requirements of the job under consideration.
- 31. Factors irrelevant to the requirements of the job include:
  - race, sex, country of origin, marital status, religious beliefs, sexual orientation, disability, age, colour, ethnic or national origins, family status, employment status, political opinion and

ethical belief.

#### **EMPLOYEE ASSISTANCE PROGRAMME**

- 32. NZ Post wants employees to seek help if a personal problem is affecting their work performance.
- 33. NZ Post's Employee Assistance Programme (EAP) provides access to professional counselling services that are:
  - Confidential no records relating to matters discussed at counselling will be kept. Leaders will not be informed of an employee's participation in the programme.
  - Non-judgmental an employee's prospects of promotion will not be affected if they use the programme.
  - Accessible employees will be allowed reasonable time off work to attend appointments for counselling.
- 34. If an employee would like to take advantage of this programme, they should speak to a work colleague, their Leader or contact their local EAP counsellor directly.

### UNIFORMS AND WATERPROOF/PROTECTIVE CLOTHING

- 35. Uniforms and waterproof clothing will be supplied at NZ Post's expense to qualifying employees.
- 36. Employees who are issued with a uniform must wear the uniform in the correct manner at all required times.
- 37. If the work performed by an employee is likely to result in damaged or unusually soiled clothing, the Leader must supply protective clothing.
- 38. The protective clothing will remain the property of NZ Post. The Company will pay for the protective clothing to be laundered or dry cleaned.

#### **DIRTY OR UNPLEASANT DUTIES**

39. Where employees are required to undertake work that is more than ordinarily dirty or more unpleasant than that which could reasonably be expected in the performance of their normal daily duties, the parties will resolve what steps may be taken to address the issue.

### **COMPANY APPROACH**

- 1. NZ Post will continue to change to meet the needs of customers and stay successful.
- 2. In recognition of the impact that business changes have on affected employees, NZ Post seeks wherever possible to achieve an outcome that best balances the needs of affected employees and the needs of the Company.
- 3. This section only applies to permanent full-time and permanent part-time employees. For the avoidance of doubt, this section F (Management of Change) does not apply to On-Call or Fixed Term employees.

# **PROPOSALS FOR ROSTER CHANGES THAT REDUCE EARNINGS**

- 4. NZ Post must advise the union in writing where it proposes to make changes to rosters that would cause employee core earnings (earnings based on the contracted hours' roster) to be reduced through the change or removal of night rate and/or sixth shift industry payments.
- 5. Once NZ Post has given notice in writing, the Company will then allow a 28-day period for Consultation about the proposed roster changes.
- 6. Consultation will give due regard to individual circumstances, responsibilities and requirements and seek to address any personal issues that changes may mean including:
  - impact on childcare and public transport arrangements; and
  - facilitating voluntary roster swaps or changes from among employees.
- 7. At the end of the Consultation period, NZ Post and affected employees may agree to either:
  - 8 weeks' notice of the introduction of the roster change; or
  - a lump sum taxable payment (in lieu of notice) equivalent to 8 weeks of the difference in gross earnings between the previous roster(s) and the new roster(s).
- 8. NZ Post will pay to each of the affected employees a weekly abatement allowance equivalent to the difference in gross earnings arising from changes in night shift and/or sixth shift between the previous roster(s) and the new roster(s) for a period of 34 weeks following implementation.

# **PROPOSALS FOR CONTRACTING OUT WORK**

- 9. NZ Post will consult with the union if the Company intends to present a new proposal to contract out work normally performed by employees who are bound by this agreement. The Company must allow a 28-day period for consultation. The consultation will first consider the business case for the proposal and the parties will undertake an examination of other possible, practicable options including those that retain that work being performed by NZ Post employees. This clause will have no application to any changes to product streaming where these do not result in a surplus staffing situation.
- 10. Where NZ Post establishes a new wholly owned subsidiary Company to perform work normally performed by employees who are bound by this agreement, the Company will offer to transfer those affected employees to the new subsidiary Company.
- 11. Where NZ Post establishes a new joint venture or other third-party entity that will perform work normally performed by employees who are bound by this agreement, the Company will use its best endeavours to offer to transfer those affected employees to the new joint venture or other entity. Best endeavours include consulting with the union and affected employees about the transitional details of any such transfer and the terms and conditions of employment in the joint venture or new entity.

### INTRODUCING NEW TECHNOLOGY AND/OR MODERNISING THE COMPANY'S SYSTEMS

- 12. When NZ Post plans to introduce technological change or significant work systems change which are likely to:
  - call for substantial changes in the nature or degree of skills of the employees concerned; or
  - substantially alter the hours of work; or
  - reduce the number of people employed,

the Company will notify the employees concerned of the introduction of such change and will consult with the union and employees concerned on the manner and impact of the introduction of such change.

### **IDENTIFICATION OF SURPLUS STAFFING SITUATION**

- 13. NZ Post must advise the union nationally or locally as appropriate, in writing that it considers a surplus staffing situation exists.
- 14. NZ Post and the union will then enter into consultation about the existence of a surplus staffing situation (i.e., the proposal).
- 15. Where a surplus staffing situation is confirmed by NZ Post following consultation:
  - a specific package of measures and options will be constructed based on an assessment of the situation and will be negotiated on a case-by-case basis with the involvement of the employees and their representatives; or
  - in the event such an agreement cannot be reached within a practical timeframe, NZ Post will decide how to proceed in accordance with the options and obligations outlined below.
- 16. The range of options for affected employees will include:
  - Natural attrition (retirement, resignation, transfer or promotion) (see F18).
  - Re-deployment (transferring the employee to a new job at the same location on the same or lower base pay rate) (see F25).
  - Relocation (transferring the employee to a similar or new job at a different location on the same or lower base pay rate) (see F26 F29).
  - Reduction in the number of contracted hours by agreement (see F30 F31).
  - Voluntary/compulsoryredundancy.
- 17. Redeployment and relocation may be to a role within NZ Post and/or to a role with a company that is a 100% subsidiary of NZ Post.
- 18. Natural attrition is the preferred option and other options will only be considered where natural attrition will not meet the required staff reduction within a practical timeframe.
- 19. In selecting from the various options, the aim will be to minimise, as far as possible, the use of redundancy. Redundancy will only be used where the other options are clearly not practical or appropriate in the particular case. The option for redundancy will first be progressed on a voluntary basis provided that NZ Post:
  - is not required to accept any application for voluntary redundancy; and
  - will have regard to retaining necessary skills, knowledge and experience.
- 20. Where NZ Post is required to select employees for voluntary or compulsory redundancy, the selection criteria for redundancy will include the maintenance of the appropriate balance of skills, knowledge and experience that are necessary to meet business needs. Where these are equal then selection will be based on service.

# OPTIONS TO BE OFFERED TO EMPLOYEES ARISING IN A SURPLUS STAFFING SITUATION

21. Where a surplus staffing situation is confirmed by NZ Post and natural attrition will not meet the required staff reduction within a practical timeframe, the Company may give the affected employee(s) written notice that they are surplus to requirements as a result of the loss of their positions.

- 22. The employee must, within 7 days of receiving the notice, advise NZ Post whether they wish to be consulted over whether the option(s) offered is/are practicable or appropriate to their particular case. The Company commits wherever possible to implement the option that the affected employee(s) identifies as their preference.
- 23. If agreement cannot be reached within a practical timeframe (or if the employee(s) do not wish to be consulted), NZ Post may:
  - Offer to re-deploy or relocate the employee(s). If the offer (provided that it is practicable and appropriate in the circumstances) is not accepted within 14 days, the employee's employment may be terminated on a further 14 days' notice and without payment of redundancy compensation.
  - Offer an option to reduce the number of contracted hours the employee works.
  - If the circumstances are such that it is not appropriate to offer re-deployment or relocation or to reduce the number of contracted hours, terminate the employee's employment with the NZ Post and pay redundancy compensation.
- 24. An employee who receives redundancy will be entitled to outplacement support which may include career advice, CV preparation and job application skills, financial advice, study assistance/courses, business advice or training up to the value of \$800.

### **RE-DEPLOYMENT ARISING IN A SURPLUS STAFFING SITUATION**

#### New Job, Same Location, Same or Lower Base Rate

- 25. If the employee accepts the offer of re-deployment, NZ Post must:
  - train the employee to perform the duties required by the new job; and
  - pay the employee an allowance if the hourly rate (T1) for the new job is lower than the hourly rate (T1) for the previous job. The amount of the allowance is the difference (if any) between the two hourly rates for a period of 104 weeks from the date of re-deployment. NZ Post may pay this as a periodic allowance or as a lump sum. The new hourly rate for the new job (excluding abatement allowance) is used as the base for overtime, industry payments and Superannuation Plan contributions.

### **RELOCATION ARISING IN A SURPLUS STAFFING SITUATION**

### Similar or New Job, Different Location, Same or Lower Base Rate

- 26. If the employee accepts the offer of relocation, NZ Post must:
  - If it is a new job, train the employee to perform the duties required by the new job.
  - Pay the employee an allowance if the hourly rate (T1) for the new job is lower than the hourly rate (T1) for the previous job. The amount of the allowance is the difference (if any) between the two hourly rates for a period of 104 weeks from the date of relocation. The Company may pay this as a periodic allowance or as a lump sum.
  - Give the employee up to 3 months to relocate if the employee is required to relocate to a new town or city.
- 27. NZ Post will provide relocation assistance if the employee needs to relocate to a new town or city or moves home to reduce the travelling distance between home and the new location. Relocation assistance is only available if the employee changes home within 12 months of the employee accepting the offer to relocate.
- 28. NZ Post will provide the following relocation assistance to employees who need to relocate to a new town or city:
  - 3 days leave with pay to visit the new location. The Company will meet the actual and reasonable expenses for the employee and his or her partner to visit the new location.
  - Reasonable leave with pay to find and move into a new home.
  - The actual and reasonable expenses incurred in relocation including travel expenses, accommodation, removal costs, legal fees and real estate agent's fees.

- 29. NZ Post will provide the following relocation assistance to employees who decide to move home within the same town or city to reduce the travelling time between home and the new location:
  - 3 days leave with pay to find and move into a new home.
  - Payment of \$2,790.00 where the employee decides to sell or purchase a home.
  - Payment of actual expenses up to a maximum of \$556.85 where the employee is moving from and to a rented home.

### **REDUCTION IN CONTRACTED HOURS**

- 30. If the employee accepts the offer to reduce their number of contracted hours, NZ Post must:
  - Pay the employee a weekly allowance for 52 weeks of the difference in contracted hours multiplied by the hourly rate (T1). In the event during the 52-week period the number of contracted hours is permanently increased, the weekly allowance will abate for the remaining weeks by the number of increased contracted hours. The value of the weekly allowance will be paid during periods of paid leave.
- 31. NZ Post and the employee may agree to a partial redundancy as an alternative to the abatement allowance.

### **REDUNDANCY COMPENSATION**

- 32. Redundancy compensation will only be considered if attrition, redeployment, relocation, or reduction in the number of contracted hours are clearly not practicable.
- 33. NZ Post must give the employee 2 weeks' notice of termination. The employee's length of service with the Company will decide the amount of redundancy compensation payable to the employee. Redundancy compensation will not be paid if termination of employment is owing to technical redundancy.
- 34. For the purpose of calculating an employee's redundancy compensation:
  - Service will mean, current continuous service counted from the employee's first day of employment including time spent if the employee was initially engaged in a Fixed Term or On-Call capacity (as the case may be), provided that the periods of engagement between Fixed Term, On-Call and/or permanent employment were not broken by more than 7 days.
  - The employee's weekly earnings based on contracted hours plus industry payments and allowances will form the basis of the calculations. These will be multiplied by 52 to determine the "annual rate". Temporary changes to contracted hours will also be incorporated into the calculation of redundancy compensation on a pro rata basis.

### **Employees Employed After 5 July 2000**

- 35. For employees employed after 5 July 2000 the provisions of F36 and F37 below will not apply. In the case of these employees, redundancy compensation will be calculated as follows:
  - 16% of the appropriate annual rate for the first year of service with NZ Post.
  - 4% of the appropriate annual rate for each subsequent year of service up to a maximum of 20 years.
  - 0.333% of the appropriate annual rate for each completed month of service (beyond the first year) in addition to completed years of service where the employee has less than 20 years' continuous service.
  - Any unused annual holidays or service leave will be cashed up.

#### **Employees Employed Before 5 July 2000**

- 36. For employees with more than 12 months' service with NZ Post and who were employed before 5 July 2000, redundancy compensation will be calculated as follows:
  - 33% of the appropriate annual rate for the first year of service.
  - 4% of the appropriate annual rate for each subsequent year of service up to a maximum of 19 years of service.

- 0.333% of the appropriate annual rate for each completed month of service in addition to completed years of service where the employee has less than 20 years' continuous service.
- 8.33% of the appropriate annual rate for each dependent of the employee.
- A cash up of any unused annual holidays or service leave.

#### **Employees Employed Before 9 November 1992**

37. Employees employed before 9 November 1992 with 20 years or more current continuous service will also receive their entitlement to retiring leave. Employees employed before 9 November 1992 who have 15 years' service will receive 13 weeks (24.93% of the appropriate rate). Any frozen retiring leave paid in advance will be deducted from a relevant payment.

### **IN ZONE TRANSFERS**

- 38. Definition of In Zone Transfer:
  - An In Zone Transfer is a situation where NZ Post moves a workplace to a new location and as a consequence the employees at the former workplace are required to travel further to get to work.
- 39. NZ Post can require employees to transfer to another workplace up to and including 25 kilometres additional travel to work from their residence (an In Zone Transfer). An In Zone Transfer will not constitute a surplus staffing situation.
- 40. If the new workplace is more than an additional 25 kilometres from the employee's residence, then the employee has the option of being declared surplus in accordance with the surplus staffing provisions contained in section F of this agreement.
- 41. There may be circumstances where one or both parties believe that it is not practical for an employee to transfer to the new site, even though the additional distance to work is less than 25 kilometres. In such instances the parties will consider the case on its merits and in good faith. Where the parties agree, the employee(s) position will be declared surplus in accordance with the surplus staffing provisions contained within section F of this agreement.

#### Compensation

- 42. To be eligible for compensation, the location of the new workplace must result in the employee having to travel at least an additional 2 kilometres to work.
- 43. A taxable payment of \$192.96 (gross) will be made for each additional kilometre one way travelled from the employee's residence on the most direct route to the new place of work compared to the distance travelled to the old workplace. The maximum amount payable to an employee is \$3,000 (taxable).
- 44. Compensation in 2 instalments of 50%. The first instalment will be paid in the week when the employee commences work at the new location. The second instalment will be paid 6 months later. Payment of the second instalment is contingent on the employee being employed by NZ Post at the new workplace at the time the payment falls due. In the interests of clarity, it is confirmed that redundant employees will be eligible for payment provided they are still working at the new location at the date the instalment falls due and meet the other eligibility.

### **TECHNICAL REDUNDANCY**

- 45. Where an employee's employment is terminated by reason of the amalgamation, sale or transfer by NZ Post of the whole or part of the Company's business (the business), NZ Post will not be required to pay compensation for redundancy to the employee if all of the following conditions are met:
  - The Company (or person) acquiring the business has offered the employee employment in the business and agreed to treat the employee's service with NZ Post as if it were continuous service with that Company (or person).
  - The offer of employment by the Company (or person) acquiring the business contains terms no less favourable than the employee's current terms of employment including any

conditions relating to service, redundancy and superannuation.

- The offer of employment by the Company (or person) acquiring the business is an offer to employ the employee in the same capacity in which the employee was employed at NZ Post or in a capacity that the employee is willing to accept.
- The employee continues to be employed on a collective agreement.

### **EMPLOYEE PROTECTION PROVISION**

- 46. Where NZ Post decides to contract out, sell or transfer the business (or part of it) to another entity, the Company will, taking into account the commercial requirements of the business, as soon as is reasonably practicable:
  - Commence discussions with the potential new employer concerning the impact of the change on affected employees.
  - Inform the union and affected employees of the occurrence of such meetings and any relevant outcome(s), from discussions with potential new employers.
  - Use its best endeavours to offer to transfer those affected employees to the new potential employer on the same or substantially similar terms and conditions. Best endeavours include consulting with the union and affected employees about the transitional details of any such transfer and the terms and conditions of employment in the joint venture or new entity.
  - Apply relevant consultation provisions contained in section F of this agreement.
  - Apply F45 to non-transferring employees. Where the conditions in F45 are not met, redundancy compensation will be paid to the affected employee(s).

## **TERMINATION OF EMPLOYMENT**

## RESIGNATION

- 1. Employees must give at least 2 weeks' notice in writing of their intention to resign from NZ Post.
- 2. If an employee is absent from work for more than ) working days without contacting NZ Post, the employee will be treated as having resigned without notice.
- 3. The employee will not be treated as having resigned without notice if there is a genuine reason for the employee's absence and:
  - the employee has made all reasonable efforts to contact NZ Post; or
  - it was impossible for the employee to contact NZ Post.

## FINAL PAY - RETURN OF COMPANY PROPERTY

- 4. NZ Post may withhold part or total payment of the employee's final pay until all Company property, for example branded items, keys, and credit cards, issued to, or held by, the employee is returned. The amount withheld will be based on the value of the item(s) and/or the potential security risk that non-return poses.
  - **Note:** Debt is not considered Company property for the purposes of this clause and nonbranded clothing of a personal nature such as socks and thermals will not be recovered, except in the case of new/unused issue.

## DISMISSAL

- 5. NZ Post must give the employee 2 weeks' notice if they are dismissed for misconduct. Alternatively, NZ Post may elect to give an employee 2 weeks' pay instead of notice. NZ Post may dismiss employees without notice for serious misconduct.
- 6. Before any dismissal for misconduct, NZ Post must follow the Disciplinary Procedure (see Section H Conduct and Performance Expectations).
- 7. NZ Post must give an employee 2 weeks' notice if they are dismissed for poor performance. Alternatively, NZ Post may elect to give an employee 2 weeks' pay instead of notice.
- 8. Before any dismissal for poor performance, NZ Post must follow the Poor Performance Procedure (see section H Conduct and Performance Expectations).
- 9. If the employee is a member of the union, NZ Post will give the union written notice of the reason(s) for the dismissal as soon as practical after the dismissal.

## **MEDICAL RETIREMENT**

- 10. An employee may be retired on medical grounds if, in the view of NZ Post the employee is unable to work or return to work for the Company. The decision must be supported by professional advice.
- 11. The employee may apply for medical retirement.
- 12. If an employee is not entitled to earnings-related compensation, they will receive compensation equal to 13 weeks' notice (excluding industry payments, allowances and reimbursing payments) less any service leave the employee is entitled to and any frozen retiring leave that the employee has been paid. If the service leave and paid frozen retiring leave is equal to, or greater than, 13 weeks' pay, no additional payment will be paid.

## CONDUCT AND PERFORMANCE EXPECTATIONS

## POLICY

- 1. NZ Post expects its employees to maintain the highest standards of behaviour and to undertake their duties and responsibilities in an honest and professional manner and in accordance with Company policy. Please also refer to A22 for further explanation of NZ Post's expectations of its people.
- 2. Conduct or behaviour by an employee that does not meet NZ Post's requirements will result in disciplinary action being taken by the Company. The action taken will be fair and reasonable in all the circumstances.
- 3. An employee may be dismissed instantly where an act of serious misconduct is established, and other disciplinary action is inappropriate.

#### **Examples of Performance Expectations**

Employees must:

- Give a fair day's work and conduct themselves in a manner that reflects credit on both the employee and NZ Post.
- Carry out their work in accordance with NZ Post's business interests, and in a loyal and efficient manner.
- Accept directions from NZ Post and act in accordance with Company policies and procedures.
- Ensure that all mail received for delivery is delivered that day and where necessary obtain acknowledgment of receipt from the customer.
- Safeguard all mail, values, information and property entrusted to their care.
- Comply with all known security procedures.

Employees must not:

- Absent themselves from work without a genuine reason and must advise their manager of the reason for any absence as soon as possible.
- Have any active business involvement with any person or organisation that is in conflict with or operates in competition with NZ Post's business interests. Employees must inform their manager as soon as a conflict arises.
- Use NZ Post information or property for personal gain or profit.

Information gained by an employee during the course of their employment with NZ Post must not be released to anyone outside the Company or to any unauthorised person within the Company. This includes information:

- which is commercially sensitive, confidential or potentially damaging to NZ Post
- relating to a customer's business or personal affairs.

It is an offence under the Postal Services Act 1987 to disclose information to another person about the contents of a postal article. As well as dismissal, an employee could face criminal prosecution.

#### **Examples of Minor Misconduct**

The examples set out below may, in some circumstances, amount to serious misconduct:

- Disorderly conduct.
- Failure to observe safety rules.
- Unauthorised absences.
- Misuse of NZ Post property.
- Being under the influence of drugs or intoxicating liquor.
- Failure to comply with any direction from NZ Post.

## H. CONDUCT AND PERFORMANCE EXPECTATIONS

• Non-delivery of deliverable mail (refer to Section O - Service Delivery – Delivery Agent Pay Model).

#### **Examples of Serious Misconduct**

- Unauthorised possession of NZ Post property.
- Unauthorised possession or interference with property or information entrusted to NZ Post's care (e.g., any postal article, electoral roll business, etc.).
- Unauthorised disclosure of information or of the business or personal affairs of a customer obtained through NZ Post's business operations or through the employee's work activities (such as personal or commercial banking information, cash conveyance procedures or client receiving mail from a collection agency).
- Deliberate damage to NZ Post property.
- Deliberately or recklessly failing to secure the courier items, mail and product entrusted into our care.
- Non delivery of deliverable mail (refer to Section O Service Delivery Delivery Agent Pay Model).
- Use of NZ Post money/values or property for private purposes.
- Misappropriation of NZ Post money/values.
- Falsification of NZ Post records.
- Bringing drugs, except as prescribed by a registered medical practitioner, or intoxicating liquors onto NZ Post premises, and/or consuming drugs (other than those prescribed) or intoxicating liquors on the premises without management's consent.
- Conduct of such a nature which could endanger other employees or members of the public's personal safety, and which may include violent or abusive behaviours.
- Receiving a criminal conviction relevant to the employee's employment.

# Potential Consequences of Misconduct or Failure to Meet the Company's Performance Expectations

- Reprimand
- Letter of Expectation.
- Warning.
- Dismissal.
- Withdrawal of benefits that are discretionary (for example, exchanging rostered duties with another employee, glide time).
- Transfer to another job or location (with or without relocation assistance).
- Withholding automatic wage increments.
- Reducing the employee's grade or hourly rate.

## DISCIPLINARY PROCEDURE (MISCONDUCT OR SERIOUS MISCONDUCT)

- 4. This section outlines the procedure that will be followed where an employee's conduct does not meet NZ Post's expectations.
- 5. If there is an allegation of misconduct, the Leader (or a person authorised by the Leader) will briefly examine the allegation to determine whether or not misconduct is apparent.
- 6. If the initial examination indicates that serious misconduct may have occurred, the employee involved may be suspended whilst the matter is investigated. During the period of suspension, the employee will be paid for the contracted hours that the employee would have worked if they had not been suspended.

## H. CONDUCT AND PERFORMANCE EXPECTATIONS

- 7. If misconduct is apparent, there will be a prompt and thorough formal investigation by the Leader (or a person authorised by the Leader). Discussions will be held with all persons considered to be able to assist.
- 8. As part of the investigation, the employee must be given:
  - notice of the specific allegation of misconduct and the potential penalty; and
  - a real opportunity to explain or deny the allegation and this will be given full consideration.
- 9. At the end of the investigation, if the person investigating the matter finds:
  - misconduct is not established, then no further action will be taken.
  - misconduct is established, then an appropriate penalty will be applied.
- 10. The employee must be available to attend interviews if required. Before the start of any interview NZ Post must ask the employee whether they wish to have another person present as a witness, representative or support person.
- 11. If the investigation establishes that misconduct has occurred, then:
  - In the case of serious misconduct, the employee could be dismissed.
  - NZ Post may decide to issue a final warning if the circumstances justify a lesser penalty.
- 12. In the case of misconduct which does not amount to serious misconduct, the employee will be given a written warning in the first instance, a final written warning in the second instance and, if there is a further occurrence of misconduct, the employee will be dismissed with notice. Each warning may be for unrelated matters of misconduct.

## POOR PERFORMANCE PROCEDURE

- 13. NZ Post expects its employees to follow directions and perform their job in a competent manner.
- 14. If NZ Post considers that the employee is not performing in a competent manner, the Company must make an initial assessment of the situation with the employee. NZ Post must:
  - Give the employee a clear explanation of the area or areas where the employee is not performing in a competent manner.
  - Advise the employee of the action required to bring the employee's performance up to the standard required by the Company.
  - Give the employee an opportunity to explain or deny the allegation and consider that explanation before deciding whether to give the employee an oral warning.
  - Consider whether further training or direction will enable the employee to perform their job in a competent manner.
- 15. If an oral warning is given, the employee must be told that continued failure to perform the job in a competent manner could lead to a formal warning, transfer to another job or dismissal.
- 16. A record of the initial assessment and any oral warning will be placed on the employee's personal file and a copy given to the employee.
- 17. If, following the initial assessment, the employee fails to perform their job in a competent manner, NZ Post may decide to give the employee a written warning. The Company must:
  - Give the employee a clear explanation of the area or areas where the employee is not performing in a competent manner.
  - Advise the employee of the action required to bring the employee's performance up to the standard required by the Company.
  - Give the employee an opportunity to explain or deny the allegation and consider that explanation before deciding whether to give the employee a written warning.
  - Provide a period of time within which the employee must bring their performance to a competent level.
  - Warn the employee that failure to perform the job in a competent manner could lead to a transfer to another job or dismissal.
- 18. A record of the written warning will be placed on the employee's personal file and a copy given to the employee.

## H. CONDUCT AND PERFORMANCE EXPECTATIONS

- 19. Oral and written warnings will remain active on the employee's personal file for a maximum period of 12 months.
- 20. The employee must be available to attend interviews if required. Before the start of any interview, NZ Post must ask the employee if they wish to have another person present as a witness, representative or support person.
- 21. Where an employee has a physical or mental disability which has been documented by a medical practitioner and disclosed to NZ Post, the Company will give due consideration to the effects of the disability where any conduct or performance matters are under consideration by the Company.

## **RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

## **EMPLOYMENT RELATIONSHIP PROBLEMS**

- 1. This section explains how employment relationship problems are resolved.
- 2. Employment relationship problems include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay and any other problem relating to or arising out of the employment relationship, but does not include any problem with negotiating new terms and conditions of employment.

## **PERSONAL GRIEVANCES**

- 3. A "personal grievance" means a claim that an employee has:
  - been unjustifiably dismissed; or
  - had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
  - been discriminated against in his/her employment; or
  - been sexually harassed in his/her employment; or
  - been racially harassed in his/her employment; or
  - been subjected to duress in relation to union membership.
  - **Note:** The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance can seek advice of the union.

## DISPUTES

4. A "dispute" is a disagreement over the interpretation or application or operation of an employment agreement.

## WHAT AN EMPLOYEE SHOULD DO FIRST

5. If an employee believes they have a problem in their employment relationship, then the employee should let their Leader know immediately, so NZ Post can try and sort the problem out there and then. If an employee does not feel happy about talking to their Leader the employee can talk to another Leader, or to their Human Resources Business Partner, or involve their union for support and advice.

## **RAISING A PERSONAL GRIEVANCE (NOTE TIME LIMIT)**

- 6. If an employee believes they have grounds for raising a personal grievance with NZ Post, then the employee must do so within 90 days of the action occurring, or the grievance coming to the employee's notice. Otherwise, the claim may be out of time which means it would be too late to be accepted as a grievance by NZ Post.
- 7. An employee does not have to raise a personal grievance in writing; however, it is helpful to NZ Post if the employee does so because it records the date and the problem and helps to avoid misunderstandings about the problem.

## **MEDIATION SERVICES**

8. If an employee is not happy with the way their Leader, or other NZ Post representative has dealt with the problem or if the employee does not wish to discuss it with them, then the employee should contact the union, or the Mediation Services at the Ministry of Business Innovation and Employment for free assistance. The phone number for Mediation Services is 0800 20 90 20. The mediator will try and help both parties sort the problem out. They won't make a decision on who is right or wrong unless both parties agree that they can do this.

## **EMPLOYMENT RELATIONS AUTHORITY**

9. If the employee's problem is still not sorted out to the employee's satisfaction, then the employee

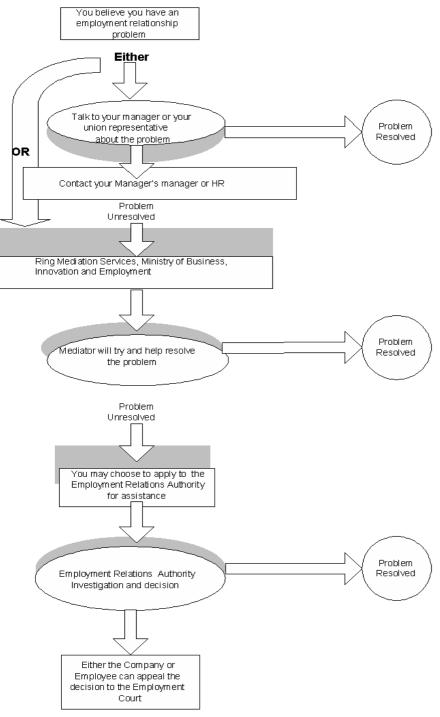
## I. RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

can apply to the Employment Relations Authority for assistance. This is a more formal process. The Authority member will investigate the problem and will make a decision. This decision can be appealed by either party to the Employment Court and then in limited circumstances to the Court of Appeal.

#### **INVOLVING THE UNION**

10. At any stage the employee is entitled to be represented by the union and NZ Post will work with the employee and the union to try and sort out the problem. **See flow chart below**.

Flow chart of EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS



Note: You may involve your union at any time.

## **UNION REPRESENTATION**

## **COMPANY/UNION OBLIGATIONS**

- 1. NZ Post and the union will establish joint working groups from time to time as agreed either under the terms of this agreement or in subsequent discussions during its term.
- 2. Senior management from NZ Post and the union will meet every 3 months to discuss issues relating to the current and future success of the business.
- 3. NZ Post will:
  - Deduct union fees from the wages of union members and forward these fees to the union every 2 weeks. Upon request, NZ Post will provide a list of employees from whom deductions are made.
  - Recognise local work-site committees established by the union as one channel of communication between the union and NZ Post.
  - Allow the union access to the workplace for the purpose of ensuring compliance with the terms of this agreement provided reasonable notice is given and the work of NZ Post or of individual employees is not unreasonably disrupted.
  - Allow the union access to the workplace for the purpose of meeting individually or collectively with its members provided reasonable notice is given and the work of NZ Post or of individual employees is not unreasonably disrupted.
  - Recognise local delegates elected by employees at a specific worksite where the election of the employee is advised to NZ Post, by the union, in writing.
- 4. NZ Post will allow the union to call and hold paid stop work meetings with employees who are union members under the following conditions:
  - In each calendar year, a total of 4 hours will be allowed for paid stop work meetings.
  - A paid stop work meeting must not exceed 2 hours' duration.
  - The regional secretary of the union must give NZ Post reasonable notice, in writing, of the meeting.
  - If requested, the union will supply NZ Post with a list of employees attending the meeting and advise the time that the meeting finished.

## PAID LEAVE FOR DELEGATES

- 5. NZ Post will grant delegates paid union leave to attend meetings and conferences of the unions' District Committee (where the delegates are elected officials), delegate training or health and safety courses provided:
  - this does not unreasonably disrupt business operations; and
  - the union/delegate has given NZ Post 3 weeks' notice in writing of the intention to take paid union leave.
  - no more than 4 elected officials per union qualify under the provision relating to union executive meetings.
- 6. Delegates are entitled to reasonable time off on paid union leave to deal with concerns of employees who are union members.
- 7. Employment relations education leave will be allowed in accordance with the provisions of the Employment Relations Act 2000. Leave for training purposes is inclusive of and not in addition to the union's entitlement to employment relations education leave.
- 8. During the term of this agreement NZ Post and the PWUA will hold meetings of up to 1 day's duration every 6 months to be attended by up to 10 employees covered by the CA. NZ Post will be represented by the General Manager Service Delivery, Service Delivery Managers and a representative from Human Resources/Employee Relations. The purpose will be to discuss issues of national significance. The travel costs for such meetings will be met by NZ Post.
- 9. Paid union leave will be calculated in the same manner as Employment Relations Education Leave. Note that paid union leave does not reduce entitlement to Employment Relations Education Leave.

## REMUNERATION

## HOURLY RATE

1. Employees are paid on an hourly basis in accordance with the remuneration scale.

## **REMUNERATION SCALE**

Grade	Step	From 1 July 2022	From 1 July 2023	From 1 July 2024
	3	\$36.96	\$38.07	\$39.21
6	2	\$35.83	\$36.90	\$38.01
	1	\$34.71	\$35.75	\$36.82
	3	\$32.41	\$33.38	\$34.38
5	2	\$31.41	\$32.35	\$33.32
	1	\$30.42	\$31.33	\$32.27
	3	\$28.48	\$29.33	\$30.21
4	2	\$27.62	\$28.45	\$29.30
	1	\$26.85	\$27.66	\$28.49
	3	\$26.30	\$27.09	\$27.90
3	2	\$25.80	\$26.57	\$27.37
	1	\$25.30	\$26.06	\$26.84
	4	\$25.00	\$25.75	\$26.52
2	3	\$24.50	\$25.24	\$25.99
	2	\$24.00	\$24.72	\$25.46

#### NOTE:

- Refer to Section O for the remuneration applicable to Delivery Agents working under the Delivery Agent Pay Model.
- Refer to Section Q for the remuneration applicable to Customer Care Representatives working under the CCR Skills Based Framework.

## **COMMENCING RATES**

#### Grade 2

2. The commencement rates for Grade 2 are as follows:

Step	Criteria
2	Starting rate
3	Starting rate for people who have been previously employed by NZ Post for 2 years or more and have experience relevant to the role.

## Grade 3

3. The commencement rate for Grade 3 will be Step 1. Current employees who are moving from Grade 2, Step 3 will commence at Grade 3, Step 2 and employees who are moving from Grade 2, Step 4 will commence at Grade 3, Step 3. Chargehands will be appointed at a minimum of Grade 3, Step 2.

## Grades 4, 5 and 6

4. The commencement rate for Grades 4, 5 and 6 will be step 1.

## **PROGRESSION BETWEEN GRADES**

5. Progression between grades is dependent upon selection for an advertised vacancy.

## **INCREMENTS WITHIN GRADES**

6. Increments within a grade will occur on the employee's anniversary.

## ELEVATED APPOINTMENT/ACCELERATED PROGRESSION

- 7. At the discretion of the GM People Partnering, approval may be given for the appointment or acceleration of an employee to a point higher on the remuneration scale than would apply under the normal criteria.
- 8. This may be for reasons of recruitment or retention or based on such other criteria as the GM People Partnering deems appropriate.
- 9. Such approval may be given on an individual case by case basis, or on the basis of categories of employee by location or work type or occupational group or such other grouping relevant to the issue being addressed.

## **PAYMENT OF INCOME**

- 10. Employees will be paid fortnightly in arrears by direct credit to a bank account of their choice. Employees employed at 26 June 2016 may continue to be paid on a weekly basis.
- 11. The payslip will show details of the employee's income and any deductions.
- 12. Where an administrative payroll error results in an employee being short paid, NZ Post will correct that error and pay the employee the pay arrears owing within 5 working days of the error being identified.
- 13. In certain circumstances NZ Post may recover overpayments strictly in accordance with the Wages Protection Act 1983.
- 14. Where a national public holiday falls on a payday, payments will be brought forward to the closest bank processing day.
- 15. On dismissal, all payments made to an employee will be paid on the next pay cycle.
- 16. If employment is terminated for other reasons, all income due to the employee will be paid on the last day of work or the next working day, provided that the employee has given the required notice of termination.

## **INDUSTRY PAYMENTS**

17. Industry payments are not payable if the employee is receiving an overtime rate of pay of T1.5 or T2. (This excludes penal payments on public holidays that are part of an employee's contracted hours).

## **Night Duty**

18. Employees, who work between 8 pm and 6 am, will be paid an allowance of \$3.21 for each hour worked between 8 pm and 6 am.

#### **Night Rate**

19. Employees employed by NZ Post before 26 June 2016 and who were covered by the 2013-16 Collective Agreement (White Book), will be entitled to a Night Rate Makeup Allowance (NRMA) as follows:

Grade	\$ per hour worked between 8pm and 6am
1	\$3.43
2	\$4.04
3	\$5.01
4	\$6.12
5	\$7.39
6	\$8.84

- 20. For each hour of work that qualifies for a night rate payment, an individual covered by this grandparented provision will be paid the night rate allowance provided for in K18 plus the NRMA appropriate to their grade.
- 21. NRMA will apply to eligible individuals until such time as their current continuous service is broken.

## ALLOWANCES

22. Allowances are payable only to employees in the occupational groupings listed under each heading.

## Additional Responsibility – All

- 23. NZ Post must pay an additional responsibility allowance if:
  - an employee is required to perform the duties of a job at a higher grading than their own; and
  - the higher graded job is not currently being performed by another employee.
- 24. The allowance payable is the difference between an employee's rate of pay and the appropriate rate of pay for the higher graded job. The appropriate rate for the purposes of this clause will normally be the bottom step of the higher grade. However, depending on the skills and experience of the employee acting up, and the duration and frequency with which they have done so over time, a higher step may be approved. The allowance is calculated on a daily basis.
- 25. Leaders may approve payment of an allowance if an employee is performing additional duties beyond those normally performed.

## First Aid Attendant – All

26. An authorised First Aid Attendant (who must hold a First Aid Certificate current within the last 3 years) will be paid an allowance of \$9.65 per week.

#### In Lieu of Uniform – Operations, Service Delivery

- 27. Where, after 1 month, an employee who is entitled to the issue of a uniform must wait until the uniform is supplied, they will be paid an allowance of \$9.19 per week.
- 28. Uniform means the main part of a uniform e.g., tracksuit/trousers/skirt.
- 29. Where an employee is employed on duties usually performed by uniformed employees but will not continue those duties long enough to justify a uniform issue, they will be paid the above allowance.
- 30. The allowance in lieu of uniform is paid to all eligible employees including On-Call employees (except after-school workers) providing the employee concerned has been employed for more than 24 working days.

#### Laundering – Administration, Operations

31. Where employees are required to launder overalls, dustcoats, slacks, or protective smocks that they have been issued with, they will be entitled to an allowance of \$2.90 per week.

## **Operation of Forklift**

32. Employees who have a designated Counterbalance Operators Certificate (defined modes are Counterbalance Forklift, side standing Forklift, and Tug), or a Reach Operators License (defined modes are Turret, Cage / Stock Picker and Reach Forklift), will be paid an allowance in accordance with the scale set out below:

Hours of Forklift Operation per day	<pre>\$ per week for Counterbalance and Reach Forklift Operators</pre>
More than 6 hours per day	\$91 per week
Between 3 and 6 hours per day	\$61 per week
Between 1 and 3 hours per day	\$30 per week
Up to 1 hour per day	\$15 per week

**NOTE:** Manual handling equipment (wave picker, ride on jiffy, hand operated jiffy, pallet mover and manually operated forklift) will not be entitled to this allowance.

#### Weather

33. Operations employees and employees covered by the Service Delivery Standard Pay Model who are required to work out of doors or out of their vehicles, and who may be exposed to falling rain or snow, will be entitled to an allowance at the rate of \$10.30 per week (pro rata for part time, on-calls and casuals).

#### **REIMBURSING PAYMENTS**

34. Reimbursing payments are payable only to employees in the occupational groupings noted under each heading.

#### **Driver Licence - All**

35. Where NZ Post requires an employee to obtain another class of driver licence for the purpose of performing their duties, the employee will be reimbursed the cost of obtaining that licence.

#### Dry Cleaning of Uniform - Operations, Service Delivery

36. Employees who are issued with a uniform will, on production of receipts, be reimbursed the actual cost of dry cleaning the major parts of the uniform (e. g., tracksuit, trousers, skirt) subject to a maximum of 8 dry cleans each year per garment.

#### **Fares for Postal Delivery Duties – Service Delivery**

37. Tickets for buses or trains may be issued to delivery employees who would otherwise have to walk more than 800 metres between the workplace and the start or finish of their round.

#### Meal Allowance - Administration, Operations, Customer Care Centre

38. Employees are entitled to a payment of \$16.52 if the employee works more than 2 hours at the overtime rate of T1.5 on any one day. Note: Full time 4 day per week employees in Operations are entitled to meal money after 1 hour overtime is worked.

#### Meal Allowance - Service Delivery (Standard Pay Model)

39. Postal delivery employees employed under the Standard Pay Model are entitled to a payment of \$16.52 if 7 hours and 30 minutes or more is worked on any one day.

#### Motor Vehicle - All

40. Employees authorised and who agree to use their own motor vehicle for NZ Post business will be paid a motor vehicle allowance in accordance with the published kilometre rates set by Inland Revenue.

At the time of agreement, the Inland Revenue rates are:

Vehicle Type	Tier 1 Rate	Tier 2 Rate
Petrol or Diesel		31 cents
Petrol Hybrid	83 cents	18 cents
Electric		10 cents

Tier 1 rates are applicable for the first 3,500km and Tier 2 rates will apply after that. These rates will change when IRD revises their published rates.

41. Where an employee is required, and agrees, to use their own motor vehicle for NZ Post business, and the vehicle requires modifications to carry a bicycle, the Company will reimburse on the first occasion, on production of receipts, the purchase and installation of a tow bar, ball and rack. Provided that these costs have first been approved by the Company in writing. The employee will return the rack on termination of employment.

#### **Relocation Assistance – All**

42. Actual and reasonable costs incurred in the relocation of employees will be reimbursed. These will include travel expenses, accommodation, removal costs, and legal and real estate agent's fees. In addition, reasonable leave with pay will be granted to allow travel time, time to view the accommodation and time to attend to sale and purchase of homes. Where a job offer includes relocation assistance, an employee may make application for actual and reasonable costs. This clause does not apply in a surplus staffing or an in-zone transfer situation (see section F).

#### Safety Footwear - Operations, Service Delivery

43. Employees who are required to purchase and wear safety footwear will be reimbursed up to \$186.50 on production of receipts. Generally, it is expected safety footwear would last at least 2 years. Where NZ Post and the employee are unable to agree on the need to wear safety footwear that complies with NZS 5845, the advice of Work Safe New Zealand will be sought.

## Spectacles – All

- 44. Employees will be reimbursed for 130% of receipted costs up to a maximum gross of \$525 per year for the provision of safety-hardened, optically correct lenses, fitted in a safety frame to employees who are required to wear safety spectacles and also require prescription spectacles.
- 45. Employees will be reimbursed for 130% of receipted costs up to a maximum gross of \$525 per year for the combined costs of the following:
  - a. where an eye test is undertaken by an employee who is required to operate a VDU as part of their normal duties for at least 50% of their normal working time; and
  - b. where, upon production of receipts for the provision of prescription spectacles and/or contact lenses, prescribed by a registered ophthalmologist, a registered optometrist, or a registered optician in private practice to employees where it is shown that:
    - a) spectacles are required for the normal viewing distance of a VDU; or
    - b) the problem which creates a need for spectacles has appeared as a result of VDU work; or
    - c) an existing condition has been worsened as a result of VDU work.

#### Sunblock – Operations, Service Delivery

46. Employees who are required to work outdoors regularly are responsible for ensuring that they take sensible precautions to protect themselves from over-exposure to sunlight and that they are adequately attired for this purpose (e.g., wearing a hat). Those employees may elect to wear a sunblock lotion or cream to provide further protection. Employees who come within this requirement and who purchase sunblock will, on production of receipts, be reimbursed up to a

maximum of \$67.24.

## Tea, Coffee, Milo, Milk and Sugar – All

- 47. NZ Post will provide tea, coffee, Milo, milk and sugar in the workplace. Where this is not practicable, employees will be paid an allowance.
- 48. The allowance is to be paid as follows:

Hours per week	Allowance
20 hours or more	\$2.46 per week
Between 10 and 20	\$1.22 per week
Less than 10	Not payable

## Travel and Accommodation – All

49. An employee who is required to perform a duty that necessitates an absence from their normal place of work will be reimbursed for travel, accommodation and meal costs incurred, on an actual and reasonable basis.

## **KIWISAVER**

50. Eligible new employees will be automatically enrolled into KiwiSaver but may opt out in accordance with legislation. Eligible existing employees may opt into KiwiSaver but cannot then subsequently opt out.

## JOB EVALUATION AND GRADING

- 51. NZ Post's Job Evaluation System (JES) provides the framework for determining the size of different jobs, and for maintaining fair internal relativities in base pay levels.
- 52. The JES is applied:
  - when a Leader establishes a new position;
  - when an employee or their Leader request the employee's job be evaluated;
  - to all jobs which have the same or substantially similar accountabilities as those of the benchmark positions and which are assessed equal to the benchmark evaluation and grading. Any jobs which differ significantly are individually evaluated and graded.
- 53. Each occupational grouping has jobs that are designated benchmark jobs, against which individual positions are assessed to ensure that consistent and fair standards are applied across NZ Post.
- 54. The process used to individually evaluate and grade a position is:
  - a Job Description is prepared by the immediate Leader, then approved by their leader. The employee may also comment on the Job Description;
  - a Job Evaluation Questionnaire is completed by the immediate Leader then approved by their leader. This document does not have to be agreed by the employee;
  - a Job Evaluation Questionnaire is separately completed by the employee, when the employee has requested their job be evaluated. This document does not have to be agreed by the Leader;
  - the materials are reviewed by the Job Evaluation Committee (JEC) and the grading for the job is determined, taking into account similarity to benchmark positions and to other individually evaluated roles;
  - the employee and the Leader are advised of the outcomes of the process.
- 55. Where a job is re-graded through JES, the change in grade alone will not result in an existing permanent appointee to the job having to re-apply for the job.
- 56. If an employee or a Leader does not agree with the grade of a job after it has been evaluated, the following process applies:
  - A request for a re-evaluation of its decision making may be submitted to the JEC. A re-

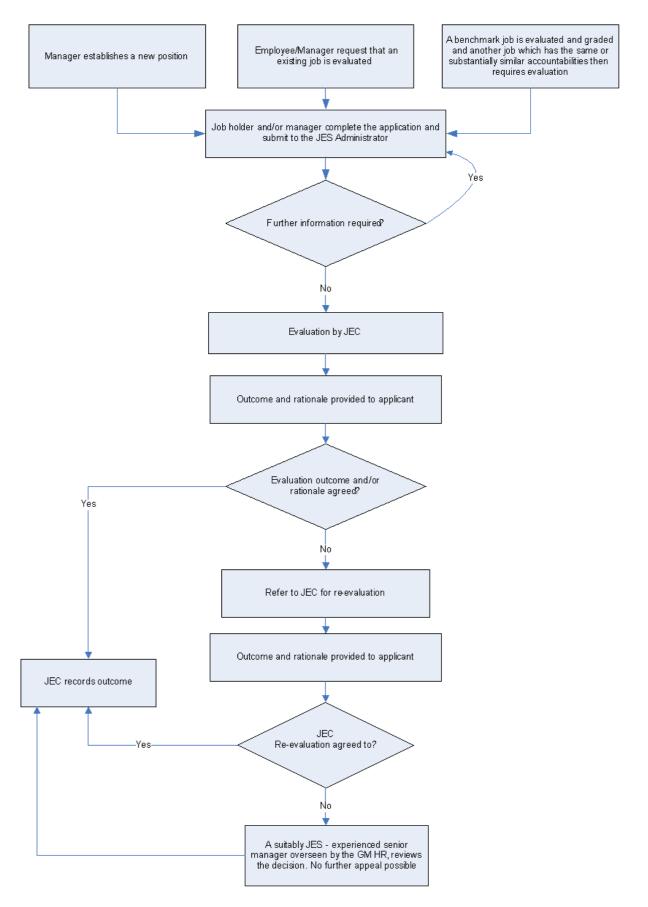
evaluation request must be submitted to the JEC within the 3 months following its provision of the original outcome.

- The employee or Leader may provide additional information or documentation not previously submitted to the JEC.
- If it is found that the JEC erred in its decision making, they will consider the decision at their next scheduled meeting and report back the outcome and rationale of their review within 1 month following this meeting.
- If an employee or a Leader does not agree with the grade of a job after the re-evaluation, the employee or Leader has the right to appeal the decision to the GM People Partnering and a relevant senior Leader ('the Reviewer').
- The Reviewer may assess the JEC's decision making process and substantive decision and will report back an outcome with rationale to the employee and their Leader within 3 months of the appeal being raised.
- The Reviewer may consult with the JEC Chair.
- Employees have no further right of appeal against the Reviewer's decision.
- Where a job is submitted for a review, the Leader of the jobholder is expected to either:
  - comment and support such a request; or
  - submit the job to the JEC within 1 month of the job holder's submission.
- The purpose of this provision is to avoid undue delays to jobholders and the JES process.

(Refer also to the JES Review and Appeal Process flowchart over the page)

- 57. The process that will apply for new positions is as follows:
  - Grades established for new positions are effective from the job holder start date.
  - Any new job allocated a provisional grade must be submitted to the JEC within 6 months from the job start date by the appropriate Leader.
  - If a provisional grade is changed following evaluation, abatement or arrears pay will be backdated to the date the job was submitted to the JEC Co-ordinator.
- 58. The process that will apply when a grade is increased is as follows:
  - Grade increases for existing positions are effective from the date the job is submitted to the JES Co-ordinator.
- 59. The process that will apply when a position is downgraded is as follows:
  - 1 grade downgrading: the jobholder will receive an abating equalisation allowance for up to 2 years. The allowance is the sum of the difference between the hourly rates applicable at the original and new grading. The new hourly rate is used as the base for overtime, industry payments and Superannuation Plan contributions.
  - 2 or more grades downgrading: the surplus staff provisions in Section F will apply.
- 60. Representation on JEC shall be on a proportionate basis with the PWUA currently having up to 2 representatives with voting rights.

## JES REVIEW AND APPEAL FLOWCHART



## **STANDARD JOB TITLES**

The following roles are designated JES benchmark roles

Administration Delivery		Operations	Customer Care Centre
Admin Support	<ul> <li>Delivery Agent</li> <li>Delivery Team Leader</li> <li>Delivery Leader</li> <li>Delivery Leader (Small- Medium)</li> </ul>	<ul> <li>Processing Assistant (Mail Processing)</li> <li>Mail Officer</li> <li>Courier and Parcels Officer</li> <li>Processing Team Leader Heartland Team (Small or Large)</li> <li>Processing Team Leader Heartland Team (Large)</li> <li>Dispatcher</li> <li>Loadmaster</li> <li>Customer Acceptance Officer</li> <li>Processing Officer</li> </ul>	Customer Care Representative

#### NOTE:

- Delivery Agents are paid in accordance with Section O Service Delivery Delivery Agent Pay Model and are not subject to K1 (Remuneration).
- Customer Care Representatives are paid in accordance with Section Q Customer Care Centre and are not subject to K1 (Remuneration).

## FIXED TERM AND ON CALL EMPLOYEES

- 1. NZ Post may employ Fixed Term and On-Call employees. Fixed Term and On-Call employees may be used for leave relief, special projects or to meet the local service delivery and business requirements of the Company. It is not the Company's intention to use agency temporary employees to replace permanent roles permanently.
- 2. A Fixed Term or On-Call employee who has been continuously employed for 12 months or more, on 1 or more engagements, can apply to have their employment status reviewed with a view to ensuring that their employment status is appropriate to their circumstances. The review will be conducted promptly, be transparent and will involve the employee and their union representative.

## FIXED TERM EMPLOYEES

- 3. A Fixed Term employee is an employee who is employed on a continuous basis for a Fixed Term of employment. The period of employment will be specified before the assignment begins in the employment offer letter. This letter forms part of the employment agreement.
- 4. The period of employment will generally be less than 12 months.
- 5. Except as set out below, Fixed Term employees are covered by the terms and conditions of this agreement.

## **Contracted Hours**

6. The contracted hours of work for a Fixed Term employee will be set out in the employment offer letter. The contracted hours of work must fall within the specific conditions for the occupational grouping within which the employee is employed.

## Leave

- 7. Fixed Term employees are not eligible for sick leave unless they meet the criteria in section D of this agreement.
- 8. Fixed Term employees cannot apply for:
  - Extended absence for childcare.
  - Representation leave.
  - Study leave.
  - Extended leave without pay.
- 9. Fixed Term employees who are employed for a period less than 12 months may have their annual holiday pay paid with their weekly earnings in accordance with the Holidays Act 2003.

## **ON CALL EMPLOYEES**

- 10. An On-Call employee is an employee who is designated by NZ Post as such and has an ongoing relationship with the Company but who is employed on a purely as and when required basis with no guarantee of any number of hours in a given period, provided that for any particular assignment the hours to be worked will be specified before the assignment begins. It is a condition of being designated "On Call" that the employee make themselves reasonably available. An On-Call employee who has not undertaken any assignment for a period of 6 months shall be deemed to have terminated their employment.
- 11. Where the expected duration of an engagement is in excess of 2 weeks and the engagement fits the criteria of a Fixed Term position, the employee will be afforded the same benefits as a Fixed Term employee. Annual holidays and sick leave will accrue during that time at the rate applicable to the position to which they have been appointed and the employee may take leave during the period according to the usual application/approval process. The employee will revert to On-Call status at the end of the Fixed Term.
- 12. Increments for the purposes of an On-Call employee's progression through grades will be based on the employee's anniversary, subject to the normal review process, irrespective of the number of hours or days or weeks actually worked in the period. The starting step for an On-Call employee who has prior service as a permanent employee will be the same step they were last paid on as a

## L. FIXED TERM AND ON CALL EMPLOYEES

permanent employee.

- 13. An On-Call employee will remain an employee of NZ Post until such time as they give 2 weeks' notice to the Company of their wish to terminate the relationship or the Company gives 2 weeks' notice of its intention to terminate the relationship and rosters them off accordingly. By way of clarification, the surplus staffing provisions will not apply to On-Call employees and no redundancy compensation will be payable in the event that an On-Call employee is no longer required.
- 14. Nothing in this clause limits the right of NZ Post to terminate the employment of an On-Call worker for reasons of poor performance or discipline or such other justifiable cause. Except in the case of summary dismissal for serious misconduct, in the event of termination no less than 2 weeks' notice of termination must be given by either party.

## Holidays

- 15. On-Call employees will be paid for annual holidays in accordance with the Holidays Act on the basis of their average weekly earnings for the 12 months preceding the leave being taken, or their ordinary weekly pay, whichever is greater.
- 16. On-Call employees who work on an intermittent or irregular basis will have their annual holiday pay paid with their weekly earnings. For the avoidance of doubt, this will not apply to On-Call employees who work on a regular basis.
- 17. On-Call employees may be rostered off for the purposes of taking annual holidays after the completion of each year of service and be paid their outstanding holiday pay or may elect to take the leave in blocks of 1, 2 or 3 weeks during the course of the following year by standing down for the period. This is to enable holidays on pay at a time convenient to the employee subject to the approval of NZ Post. Rostering off or standing down for annual holiday purposes will not however affect their status as On-Call workers with an expectation of an ongoing relationship with NZ Post, albeit with no guarantee of hours.
- 18. An On-Call employee will be entitled to paid public holidays for those public holidays which fall on days the employee would otherwise have worked but for the holiday.

#### Leave

- 19. An On-Call employee will be entitled to sick leave (includes domestic leave) provided that they have already been offered and accepted work for the day in question prior to falling ill.
- 20. On-Call employees cannot apply for:
  - Anticipated annual holidays.
  - Extended absence for childcare.
  - Representation leave.
  - Study leave.
  - Extended leave without pay.

#### **Work Not Proceeded With**

21. Where an On- Call employee is rostered or offered work which is subsequently cancelled on the day the work was to have been performed (late notice cancellation) the employee will be paid for the cancelled hours as though they had been worked.

## SPECIFIC CONDITIONS FOR OCCUPATIONAL GROUPINGS

- (M) Administration
- (N) Service Delivery Standard Pay Model
- (O) Delivery Agents
- (P) Operations
- (Q) Customer Care Centre (Including At Home Customer Services Representatives)

Where an occupational schedule refers to an employee or employees, that reference is only to employees who are employed within that occupational schedule.

## **ADMINISTRATION**

The types of work areas covered in the Administration occupational grouping include:

- Accounts
- Administration
- Payroll
- Philatelic

## **WORKING DAYS**

1. Up to a maximum of 5 days each week, Monday to Friday. Full-time Administration employees may agree to work their contracted hours over 4 or 5 days per week.

## **SPAN OF HOURS**

- 2. 7 am to 6 pm.
- 3. The start/finish times are to be agreed with each individual employee.

## **MEAL BREAK**

4. The leader and the employee may agree to a meal break of 1 hour.

## HOURS WORKED OUTSIDE THE SPAN OF HOURS

- 5. Employees requested to work outside the span of hours will receive a payment of:
  - an additional T0.5 for the first 3 hours worked outside the start/finish time; and
  - an additional T1 for any additional hours in excess of the first 3 hours worked outside the span of hours.
- 6. The additional payment will not be made:
  - if the employee volunteers to work outside the span of hours; or
  - if the employee is entitled to:
    - an overtime payment in respect of the hours worked outside the contracted daily hours;
    - payment of a travelling time allowance;
    - payment of a minimum break allowance.

## **SERVICE DELIVERY**

The types of work areas covered in the Service Delivery occupational grouping are:

- Delivery Agent
- Service Delivery Support (where such employees are paid under the Standard Pay Model as at 31 March 2020).

## SERVICE DELIVERY - STANDARD PAY MODEL

## APPLICATION

This section applies to employees (other than Delivery Agents) who were employed under the terms of this section as at 31 March 2020.

## **FULL-TIME WEEKLY HOURS**

1. 37 hours, 40 minutes each week.

## **CONTRACTED DAILY HOURS**

2. Set by roster up to 7 hours 30 minutes each day.

## **WORKING DAYS**

3. Up to a maximum of 6 days each week, Monday to Saturday. NZ Post may only change employees rostered to work over 6 days, as at 5 July 2000, to work a roster over 5 days with the agreement of the individual employee. The roster for a full-time employee will be a work schedule over either 5 or 6 days.

## **SPAN OF HOURS**

4. Set by roster. The starting and finishing times will be set to meet local service delivery requirements but will not normally be earlier than 7 am.

## **REST BREAK**

- 5. Employees who work more than 4 hours per day (including breaks) must take a paid 30-minute break, 15 minutes of which must be taken prior to starting delivery.
- 6. Employees who work more than 2 hours but less than 4 hours per day (including breaks) must take a paid 15-minute break.

## UNIFORM

7. Uniforms and waterproof clothing will be supplied at NZ Post's expense to delivery employees. Those issued with a uniform are required to ensure that the uniform is worn in the correct manner, at all required times.

## SIXTH SHIFT ALLOWANCE

- 8. An employee who received the sixth shift allowance as at 31 March 2020, will continue to be paid the allowance on the same basis they were as at 31 March, being either:
  - 13 % of the T1 hourly rate as a sixth shift allowance, or
  - 11% of the T1 hourly rate as a sixth shift allowance and 1 week of additional annual holiday.

This entitlement will cease if the employee ceases to work across 6 days and/or if current continuous service is broken.

## SERVICE DELIVERY – DELIVERY AGENT PAY MODEL

## **APPLICATION**

This section applies to Delivery Agents.

## SERVICE DELIVERY RESOURCING

- 1. NZ Post operates in a highly competitive parcels market. Customer service including pick-ups and delivering on time within service standards is critical to maintaining market share and growing new business.
- 2. Resourcing plans for high peak periods will be developed.
- 3. Delivery Agents are expected to undertake all workload assigned to them subject to safe operating procedures.
- 4. NZ Post will staff a branch so that the average workload is covered by permanent/temporary/on call NZ Post employees.
- 5. Workload within a branch that is not assigned to a rostered Delivery Agent may be undertaken by one of the following (dependant on circumstances) with options 1 and 2 used first if possible:
  - Delivery Agents who are not rostered on and give prior notice of their wish to volunteer to come in on their rostered day off.
  - Temporary/On-Call resource pool/Part-time Delivery Agents who want extra work.
  - Use of other internal delivery networks e. g., couriers, ARCs.
  - External agencies.
  - Delivery Support/Team Leader volunteers.
- 6. Cut ups may also be used to bring a Delivery Agent up to their minimum contracted hours for the week.

## **ROSTER DESIGN**

7. Rosters will be designed with a view to ensuring that the combination of hours per day and the pattern of working and non-working days are such as to minimise the potential for employee harm.

## **WORK PROCESSES**

8. The Parties will seek agreement over the safety of operating procedures. Through experience safe operating procedures and safe work time limits will be established. Where the parties have a difference of opinion, expert external advice will be sought. Delivery Agents will be trained in the procedures.

## WEIGHTS

- 9. Employees will not be expected to lift or carry bags or postal articles that might injure them or cause them harm. Health and Safety Advisory groups will have an ongoing responsibility to review handling methods in the workplace.
- 10. Employees will be made aware of and where necessary, trained in best practice manual handling processes. Employees will be advised of manual handling hazards.

## **PAXSTER ISSUES**

11. Any issues that may arise in which the operation of the Paxster appears to give rise to OOS or other injuries will be assessed and managed in accordance with risk management processes.

## REDUNDANCY

12. Delivery Agents may put forward personal circumstances for consideration if they believe that redeployment between a cycling/walking mode and a Paxster or similar mode would not be practical or appropriate for them as per F15-26.

#### REMUNERATION

13. Unless otherwise specified in this schedule, each hour of work is paid in accordance with the following remuneration scale:

	From 1 July 2022 per hour		From 1 July 2023 per hour		From 1 July 2024	
Step	Α	В	Α	В	А	В
4	\$26.80	\$26.26	\$27.60	\$27.05	\$28.43	\$27.86
3	\$25.75	\$25.24	\$26.52	\$25.99	\$27.32	\$26.77
2	\$25.00	\$24.50	\$25.75	\$25.24	\$26.52	\$25.99

#### Delivery Agent Base Rate scale:

- 14. The commencing rate for a new employee is step 2 of the Delivery Agent base rate scale. Employees will progress through the base rate scale annually on their employment anniversary date until such time as they reach step 4. Where an employee has more than 2 years' relevant work experience at NZ Post they will commence on step 3.
- 15. Delivery Agents whose contracted hours are worked over 6 days can elect to be paid a base rate as per Column B above and receive 1 additional week's annual holiday per year.
- 16. The Roster Make-up Allowance will be added to the Base Rate for existing employees who are entitled to this allowance.
- 17. The Base Rate also applies to any administration support duties that may form part of an employee's role and to any other duties that the employee is reasonably directed to undertake.

## **ADDITIONAL HOURS**

18. The Additional Hours Rate is the rate of pay for each hour of workload undertaken by a Delivery Agent on a non-rostered day. Note that work on a non-rostered day is voluntary. The Additional Hours Rate is 110% of the base rate step applicable to the employee.

## OVERTIME

19. A Delivery Agent and NZ Post may agree to contracted hours exceeding 37:40 per week. Where contracted hours exceed 40 per week, overtime rates will apply only to hours worked in excess of the contracted hours. A Delivery Agent who has agreed to contracted hours in excess of 37:40 may revert back to 37:40 on 4 weeks' notice.

## **WORKING DAYS**

20. Working days for Delivery Agents will be set by roster (rostered days). Rosters for full-time Delivery Agents can be set over 4, 5 or 6 days per week, Monday to Saturday inclusive.

## **SPAN OF HOURS**

21. Set by roster. The starting and finishing times will be set to meet local delivery requirements.

## **REST BREAK**

- 22. Breaks will be taken as per C17. Delivery Agents are entitled to a paid 30-minute meal break.
- 23. Breaks must be taken at regular and appropriate times during the day.

#### **OVERFLOW BAG DELIVERY**

24. Employees may agree to deliver overflow bags using their own vehicle.

## MOTOR VEHICLE USAGE

- 25. Employees may agree to use their own motor vehicles to transport themselves and equipment to the area in which they are required to deliver product and/or to transport overflow bags and/or other product as required.
- 26. The Vehicle User Agreement together with K40 41, will apply to the use of motor vehicles. Note: that an individual employee's vehicle user agreement can only be changed with the employee's written agreement.
- 27. Employees who agree to use their own motor vehicle must give 1 month's notice to withdraw such agreement; this timeframe may be reduced in the event that exceptional circumstances apply.
- 28. Where the amount of available motor vehicles in a branch falls below a level deemed to be operationally adequate for that branch, NZ Post may require new employees who are employed as walking and/or cycling Delivery Agents to provide a motor vehicle as a condition of their employment.

## **INTERRUPTION OF DUTIES**

29. During an authorised interruption of duties any undelivered product must be secured in authorised overflow bag depots or out of sight in NZ Post's or employee's locked vehicle.

#### UNIFORM

- 30. Uniforms and waterproof clothing will be supplied at NZ Post's expense to delivery employees.
- 31. It is compulsory for helmets that are issued by NZ Post to be worn when on delivery. Sunglasses are also available to Delivery Agents as part of the uniform.

#### NON-DELIVERY OF DELIVERABLE WORKLOAD

- 32. Action from NZ Post for non-delivery of deliverable workload could range from invoking the poor performance procedure to using the disciplinary procedure.
- 33. Disciplinary action may be taken for a deliberate serious incident of non-delivery or for persistent repeated non delivery where the individual failures may not on their own have warranted disciplinary action.
- 34. If an employee becomes aware that they have failed to deliver deliverable workload on a given day or round, it then becomes of paramount importance that they promptly take the appropriate steps which may include:
  - returning to the appropriate delivery point and delivering the item; or
  - the use of a satchel provided for depositing the item in the last designated acquittance point; or
  - notification and reason for non-delivery to be recorded; or
  - return of the item on that day to the branch; or
  - such other procedure as has been notified to them by their leader.
- 35. In every case when an employee becomes aware of a delivery failure beyond a couple of mail items, or any courier items, they must promptly notify the failure to Branch Leadership. Failure to notify as soon as practicable could constitute serious misconduct.
- 36. It is acknowledged that the judgement of how to treat each case will depend on the circumstances and approaching the matter on a fair and reasonable basis.

## **MOBILE PHONE ALLOWANCE**

- 37. Delivery Agents may be required to carry their own mobile phone with them while on delivery and be available to respond to any customer related queries from the call centre or from their Leader during working hours.
- 38. Where a Delivery Agent is required to carry their own mobile phone in accordance with the above, he/she will be entitled to a reimbursement allowance of \$75.00 (gross) per annum from their first mobile phone anniversary date after 1 April 2020.

## **DRIVER LICENCE**

39. Unless otherwise agreed between the Employee and NZ Post at the time of appointment to the role, Delivery Agents are required as a condition of employment to hold a current full/restricted driver licence. Loss of licence may result in loss of employment, in the event that no reasonable and practical alternative is available.

## SCANNERS

40. Delivery Agents will be required to carry and use NZ Post supplied scanning equipment to send and receive customer and product information, including tracking.

## **DELIVERY AGENT TRAINING ALLOWANCE**

41. A training allowance of \$23 per day will be paid to a Delivery Agent who agrees to train a new Delivery Agent. The length of the on-the-job training period during which this allowance will be paid will be determined by the Service Delivery Manager. A new Delivery Agent will have a minimum training period of 2 weeks.

## **SKIN CANCER SCREENING CHECKS**

42. NZ Post will provide employees with an annual skin cancer screening check. This check will be undertaken at the Company's premises (or suitable alternative) by a suitably qualified health professional.

## **OPERATIONS**

The types of work areas covered in the Operations occupational grouping include:

- Processing
  - Mail and parcels processing
  - Box Lobby
  - Facilities Management
  - Processing and customer support
- Transport
- Warehouse
- Postal Support
  - Postal Assistants
  - Postal Delivery Sort
- Retail

## **FULL-TIME WEEKLY HOURS**

1. Full time weekly hours for Operations employees are 40 hours. For the purposes of applying the terms and conditions outlined in this agreement, full time employees include those employees who were employed full time as at 1 June 2016 and who elected not to increase their full-time hours to 40 hours per week.

## **SIXTH SHIFT**

- 2. If contracted hours are worked over 6 days, the employee will receive 8% of the T1 hourly rate as a sixth shift allowance, and 1 week of additional annual holiday.
- 3. On-call employees whose T1 assignments for the working week have been over 6 days will be paid 8% of the T1 hourly rate as a sixth shift allowance. Note On-Call employees are not eligible for the additional week of annual holiday provided for above.

#### 4. Employees engaged prior to 1 April 2020:

Employees other than On-Call employees engaged prior to 1 April 2020 and whose contracted hours are worked over 6 days will receive 13% of the T1 hourly rate as a sixth shift allowance. Such employees may elect to receive an extra week's annual holiday with a consequent reduction of the allowance to 11%.

On-Call employees engaged as such by NZ Post prior to 1 April 2020 whose T1 assignments for the working week have been over 6 days will be paid 11% of the T1 hourly rate as a sixth shift allowance.

These provisions applying to employees employed prior to 1 April 2020 are in lieu of the 8% and an additional week entitlement and will cease to apply only if and when current continuous service is broken.

#### **SPAN OF HOURS**

5. Set by roster. The starting and finishing times will be set to meet local delivery requirements.

## **REST BREAKS**

- 6. Rest and Meal breaks for processing employees commence once the employee has left the processing floor.
- 7. Full time processing employees whose contracted hours are worked over 4 days are entitled to a third paid rest break after 9 hours. This break advances (and does not duplicate) the entitlement they would otherwise receive after 10 hours.

#### UNIFORMS

8. Uniforms and waterproof clothing will be supplied at NZ Post's expense to qualifying employees in the custodial, courier and parcels, and postal support and transport areas.

## P. OPERATIONS

## **EMPLOYEES EMPLOYED BEFORE 26 JUNE 2016**

9. Employees employed by NZ Post before 26 June 2016 and who were at that time entitled to a paid 30-minute meal break, will continue to be entitled to a paid meal break (as set out in P10 below) until their current continuous service is broken or the employee accepts a new position outside of the Operations occupational schedule.

## PAID MEAL BREAK

10. Employees entitled to a paid meal break under P9 above, will take their breaks as follows:

If work period is more than 2 hours but not more than 5 hours	a paid rest break of 10 minutes
If work period is more than 5 hours but not more than 6 hours	a paid rest break of 10 minutes a paid meal break of 30 minutes
If work period is more than 6 hours but not more than 10 hours	a paid rest break of 10 minutes a paid meal break of 30 minutes a paid rest break of 10 minutes
If work period is more than 10 hours but not more than 12 hours	a paid rest break of 10 minutes a paid meal break of 30 minutes a paid rest break of 10 minutes a paid rest break of 10 minutes
If work period is more than 12 hours but not more than 14 hours	a paid rest break of 10 minutes a paid meal break of 30 minutes a paid rest break of 10 minutes a paid rest break of 10 minutes a paid meal break of 30 minutes

- 11. For the avoidance of doubt, an employee who is entitled to a paid meal break and has a work period of more than 4 hours but not more than 5 hours may take an unpaid 30-minute meal break. The leader and employee may agree on the timing of the unpaid meal break during or at the end of the work period. This may extend their total work period to 5.5 hours but does not then create a further entitlement to a paid break for that day. To be clear, an employee who is entitled to a paid meal break may not take both an unpaid and a paid meal break in the same working day.
- 12. An employee who is employed for more than 4 hours but not more than 5 hours per day may request to reduce their contracted hours so that they can take an unpaid meal break within their 5-hour day. The leader will grant this request unless it cannot be accommodated due to operational requirements. For clarity, this change is made at the employee's request and will not trigger any abatement.

## **FIVE-HOUR SHIFTS REST BREAK**

13. Employees who work shifts of more than 2 hours but not more than 5 hours will have a 15-minute paid rest break instead of a 10-minute paid rest break.

## **WEEKLY HOURS**

- 14. Employees employed by the Company before 26 June 2016, with full time weekly hours of 37 hours and 55 minutes and paid breaks, will continue to be engaged on these contracted weekly hours. These employees may request that their weekly hours are increased to 40 hours per week, and the Company will action such a request. In that case, time worked between 37 hours and 55 minutes and 40 hours per week will be paid at the employee's ordinary rate of pay (T1).
- 15. Employees employed by the Company before 26 June 2016 and who are eligible to a paid 30-minute meal break will retain eligibility to such a paid break until such time as their current continuous service is broken or the employee accepts a new position where such a paid break does not apply.

## P. OPERATIONS

## **ROSTER MAKE UP ALLOWANCE**

16. Operations employees who are entitled to a Roster Make Up Allowance (RMA) as at 26 June 2016 will have the RMA incorporated into their base hourly rate. The RMA itself will cease to exist as a separate stand-alone condition of employment for such employees.

## **DELIVERY SUPPORT MOBILE PHONE**

17. Where an SDC or SDS is required to use their own mobile phone for work purposes, the allowance set out at O38 shall apply.

## **CUSTOMER CARE CENTRE**

## APPLICATION

This occupational group relates to the Customer Care Centre.

## **FULL-TIME WEEKLY HOURS**

1. 40 hours each week (unless previously grand parented on 37.5 hours).

## **WORKING DAYS**

2. Up to a maximum of 6 days each week, Monday to Sunday.

## **SIXTH SHIFT**

- 3. If contracted hours are worked over 6 days, the employee will receive 8% of the T1 hourly rate as a sixth shift allowance, and 1 week of additional annual holiday.
- 4. On-Call employees whose T1 assignments for the working week have been over 6 days will be paid 8% of the T1 hourly rate as a sixth shift allowance.

Note: On-Call employees are not eligible for the additional week of annual holiday provided for above.

## 5. **Employees engaged prior to 1 April 2020:**

Employees other than On-Call employees engaged prior to 1 April 2020 and whose contracted hours are worked over 6 days will receive 13% of the T1 hourly rate as a sixth shift allowance. Such employees may elect to receive an extra week's annual holiday with a consequent reduction of the allowance to 11%.

On call employees engaged as such by NZ Post prior to 1 April 2020 whose T1 assignments for the working week have been over 6 days will be paid 11% of the T1 hourly rate as a sixth shift allowance.

These provisions applying to employees employed prior to 1 April 2020 are in lieu of the 8% and an additional week entitlement and will cease to apply only if and when current continuous service is broken.

## **SPAN OF HOURS**

6. Set by roster in accordance with C3-5 (Hours of Work). No Customer Care Representative is to work more than 10 contracted hours in 1 day.

## **MEAL BREAK**

7. The leader and the employee may agree to a meal break of 1 hour.

## **CONTRACT OPTIONS**

8. Upon appointment, the employee's work location will be fixed by agreement between the employee and NZ Post to one of the following contract options. Once fixed, the contract option can only change by agreement.

## CONTRACT OPTION ONE: HOME BASED

A Home-Based employee will work from home for 100% of their contracted hours, except if otherwise required in accordance with Q19-20.

## CONTRACT OPTION TWO: FLEXIBLE

A Flexible employee's work location will be a mix of no less than 60% of their contracted hours working from home and the balance of their contracted hours in the office.

## CONTRACT OPTION THREE: OFFICE BASED

An Office Based employee will work in the office for 100% of their contracted hours.

## Q. CUSTOMER CARE CENTRE

#### HOME BASED AND FLEXIBLE EMPLOYEES

The following provisions (Q9-21 inclusive) apply only to Home Based and Flexible employees.

#### **Home Office Set Up Payment**

9. Upon appointment, employees will receive a one-off tax-free payment of \$400.00 for home office furniture set up.

#### Equipment

- 10. Computer equipment including hard drive, 2 monitors, keyboard, headset and mouse, will be provided by NZ Post.
- 11. NZ Post will own all of the provided equipment and will insure the items. Employees are required to check and sign on receipt of the items when installed or removed.
- 12. All care must be taken to maintain the equipment in good condition. Intentional damage may result in cost recovery being sought. Any material damage or system outage must be reported to the appropriate contact provided. These include breakages, electrical problems, equipment failure or technical issues.
- 13. NZ Post will review the upgrade of equipment on an ongoing basis based on the needs of the business. Where relevant, NZ Post will use its best endeavours to provide any upgrade of equipment as soon as practicable.

#### **Hours of Work**

14. In addition to Section C (Hours of Work), NZ Post reserves the right to offer split shifts or part time shifts to both new and existing employees who may choose to accept them. Such shifts will be designed around operational requirements.

#### **Home Office Allowance**

15. Full-time employees will receive a weekly tax-free allowance of \$20.00 for home office expenses. This will be pro-rated for Part-time employees.

## **Meal Allowance**

16. K38 will not apply to Home Based or Flexible Customer Care Representatives.

#### **At Home Safety Inspections**

- 17. Inspections of the home work environment of will be conducted using the agreed criteria listed on the At Home Site Inspection Checklist Form. Site Inspections will be conducted on the basis of a maximum of 6 months or a minimum of 12 months.
- 18. A minimum of 48 hours' notice will be given prior to any inspection or home visit unless agreed otherwise. Normal roster schedules will include notification 2 weeks in advance of pre-planned meetings.

#### **Training and Performance Expectations**

- 19. During any formal performance management process, NZ Post reserves the right to require the employee to work from the office for a defined period.
- 20. Employees will from time to time be required to attend a training session in the office. Normal roster schedules will include notification 2 weeks in advance of pre-planned meetings.
- 21. K40 will not apply to Home Based or Flexible employees for travelling to the office.

## Q. CUSTOMER CARE CENTRE

## **CUSTOMER CARE REPRESENTATIVES (CCR) REMUNERATION**

22. Customer Care Representatives (CCRs) will be paid in accordance with the following remuneration scale:

Step	Role / Certification	Hourly rate from 1 July 2022	Hourly rate from 1 July 2023	Hourly rate from 1 July 2024
6	CCR Advocacy / CCR High Priority	\$28.66	\$29.51	\$30.39
5	CCR Business	\$28.08	\$28.92	\$29.78
4	CCR Consumer (Mail, YouShop, Social Media)	\$27.50	\$28.32	\$29.16
3	CCR Consumer – International Parcel	\$26.92	\$27.72	\$28.55
2	CCR Domestic Parcel	\$26.34	\$27.13	\$27.94
1	CCR New Starter	\$26.00	\$26.78	\$27.58

- 23. A CCR New Starter will commence employment at step 1. Progression to step 2 and up to step 5 will occur upon certification in accordance with the CCR Skills Based Framework. CCR's will be actively coached and encouraged to progress through the skills pay steps and will not be unreasonably held back.
- 24. Progression to step 6 is dependent upon selection for an advertised vacancy to a CCR High Priority or a CCR Advocacy role.
- 25. Customer Care Representatives will be eligible for an Incentive Plan.

## **FLEXIBLE WORKING ARRANGEMENTS**

- 1. Part 6AA of the Employment Relations Act 2000 provides employees with a statutory right to make, or to have made on their behalf, a request for a variation to their working arrangements (other than short-term flexible working arrangements for people affected by family violence). An employee may request to vary their:
  - hours of work;
  - days of work;
  - place of work (for example, at home or at the employee's place of work);
  - if the employee is a person affected by family violence, additional terms that may need variation.
- 2. Set out below is a summary of this legislation. The Act itself takes priority in the event of any issue of interpretation arising or in the event of any amendments made to the Act.

## ELIGIBILITY

3. Employees are able to request a variation to their working arrangements at any time.

## **APPLICATION PROCESS**

- 4. Applications must be in writing and state:
  - the employee's name; and
  - the date on which the request is made; and
  - that the request is made under Part 6AA of the Employment Relations Act 2000; and
  - the variation of the working arrangements requested and whether the variation is permanent or for a period of time; and
  - the date on which the employee proposes that the variation take effect and, if the variation is for a period of time, the date on which the variation is to end; and
  - an explanation, in the employee's view, what changes, if any, NZ Post may need to make to the Company's arrangements if the employee's request is approved.

## NZ POST OBLIGATIONS

- 5. NZ Post must:
  - deal with a request as soon as possible and no later than 1 month after receiving it;
  - notify the employee in writing whether their request has been approved or refused.
- 6. NZ Post may refuse a request if it determines that the request cannot be accommodated on 1 or more of the following grounds:
  - inability to reorganise work among existing staff;
  - inability to recruit additional staff;
  - detrimental impact on quality;
  - detrimental impact on performance;
  - insufficiency of work during the periods the employee proposes to work;
  - planned structural changes;
  - burden of additional costs;
  - detrimental effect on ability to meet customer demand.
- 7. If NZ Post refuses an employee's request, the Company must:
  - state the ground on which the request has been refused; and
  - explain the reasons for that ground.
- 8. NZ Post must refuse a request if, the:
  - request is from an employee who is bound by a collective agreement; and
  - request relates to working arrangements to which the collective agreement applies; and

## R. FLEXIBLE WORKING ARRANGMENTS

- employee's working arrangements would be inconsistent with the collective agreement if the Company were to approve the request.
- 9. If a request is refused the parties shall meet as soon as practicable to see if a mutually acceptable variation can be found.

## DISPUTES

- 10. Labour Inspectors can provide assistance with requests.
- 11. Mediation is available to employees who are dissatisfied with a refusal.
- 12. The ERA is able to issue determinations as to compliance.

This agreement was executed by the parties as follows:

New Zealand Post Ltd

27 September 2022

Date

the

Postal Workers Union of Aotearoa

27 September 2022

Date

## PAST LETTERS AND TERMS OF SETTLEMENT

## LETTER OF SETTLEMENT 2022 - 2025

#### 1. Backdating

Wage increases, including backpay to 1 July 2022, will be paid as soon as possible after the Company receives notice of ratification by the Union.

For backpay purposes, all back-payments for holidays and leave will be calculated based on the difference (if any) between what was actually paid at the time and the equivalent of what the employee would have been paid, had they worked the hours for which they were paid at the employee's new hourly rate. This is because holiday pay was calculated correctly at the time and will not be recalculated. This ensures however that employees will be paid no less than the new rate for holidays and leave.

Grade 1 of the Remuneration Scale at K1 has been retired. The employees who are currently on Grade 1 will transition to Grade 2, Step 2 on 1 July 2022 and 1 July 2022 will become their new increment anniversary date.

#### 2. Lump sum payment

The Company will recognise the period between 1 April 2022 and 30 June 2022 by a lump sum payment using the following calculation: total gross income (as defined below) from 1 April 2022 until 30 June 2022, multiplied by the percentage difference between 3% and the settlement level for the grade and step that the employees is on as at 30 June 2022.

Grade	Step	For 1 April to 30 June 2022 % to be applied (difference between 3% and settlement
	3	3%
6	2	3%
	1	3%
	3	3%
5	2	3%
-	1	3%
	3	3%
4	2	3%
	1	3%
	3	9.7%
3	2	11.2%
	1	11.7%
	4	10.6%
2	3	12.6%
	2	10.2%
1	2	10.2%

DA	3	8.9%
	2	11.5%
	1	12.7%

Total gross income is the gross income actually paid for that period, calculated as at 30 June 2022 and does not include non-taxable earnings, reimbursements, remediation payments or other ex gratia or lump sum payments.

For the avoidance of doubt, this lump sum payment applies to Union members who are employed on the date ratification is advised by the Union to the Company.

#### 3. Chargehands and 2ICs

Chargehands in automated processing sites (AOC, APC, CPC, WSD) will be retitled "Support Leads"

and will be moved to Grade 4, Step 1 from 1 July 2022 (and 1 July will become their new increment anniversary date). Chargehands in other sites will have a minimum start rate of Grade 3 Step 2. 2ICs will be retitled as "Process Leads" and will be paid at Grade 3 rates.

#### 4. Mail Processing Team Leader Incentive Buy Out

Eligible employees under P11 will receive a one-off lump sum payment of \$1,600 to buy out the Grade 5, Step 3 Mail Centre Team Leader Incentive Payment, which shall be discontinued from 1 July 2022.

#### 5. Grade 4-6 Incentive Plan

The Grade 4-6 Incentive Plan will be discontinued from 1 July 2022. The parties have agreed to roll up the plan into the hourly rate of Grades 4 to 6 in the following way:

Grade 4	\$0.40 per hour
Grade 5	\$0.50 per hour
Grade 6	\$0.74 per hour

The rates above have been included in the base rates that apply from 1 July 2022 after the calculation of the 6% increase.

#### 6. Union member remittance

The company will make a payment to the Union equivalent to \$2 per week per union member covered by this Collective Agreement, from 1 July 2022.

### 7. Customer Care Centre – Transition

The parties agreed a variation effective from 8 December 2021. The parties note that transition onto one of the three new contract options was by agreement with individual employees. Those employees who did not agree to transition remain employed on the terms and conditions set out at Q5-17 of the 2020-2022 Collective Agreement until they agree to one of the new contract options.

The parties note that the Skills Based Framework has been designed with the CCR New Starter starting at a rate equivalent to Grade 3 Step 3.

The parties have agreed to transition to a remuneration scale linked to the CCR Skills Based Framework from 1 July 2022. Customer Care Representatives will transition to the Schedule Q remuneration scale on the following basis:

Step as at 1 July 2022	New step in Schedule Q
Grade 4, Step 1	Step 2
Grade 4, Step 2	Step 4
Grade 4, Step 3	Step 5

The conditions for progression set out in Schedule Q will apply. Current CCRs (as at 1 July 2022) who are on Steps 2 and 4 will be guaranteed at least one movement to the next step within the next six months, either by achieving certification or on their next increment anniversary date, whichever is earliest. Increments beyond that point are certification-based only, in accordance with the CCR Skills Based Framework. Progression to step 6 remains throughout this period dependent on selection for an advertised vacancy.

Customer Care Representatives will continue to be eligible for an incentive scheme based on the "Grade 4 Incentive Plan".

### 8. Leave entitlements

The change to express annual holidays in weeks increases the holiday entitlement of some employees; they will receive the new annual leave entitlements on their next annual leave anniversary date on or after 1 July 2022.

#### 9. Superannuation

The NZ Post bargaining team agrees to recommend to the Company that it considers reopening the New Zealand Post Super Plan to new members.

#### 10. Enhanced Early Retirement

The Company will continue to offer an Enhanced Early Retirement policy for the term of this agreement, as part of its Just Transition approach.

#### 11. Drug and Alcohol policy

The parties will establish a working group to review the Drug and Alcohol policy, including the issue of random testing.

#### 12. Remuneration strategy

The parties agree that during the term of this agreement they will engage in a discussion on the Company's remuneration strategy for the future. This strategic discussion will include:

- The future of the Job Evaluation System (JES)
- The balance between the recognition of service, experience, skills and performance
- Wage compression

Reprinted below are items from earlier renewals of the CEA, retaining the numbering used at the time where appropriate.

### LETTER OF SETTLEMENT 2020 - 2022

#### 1. TERM AND WAGES

For the record it is noted that the parties have agreed to a 2-year term commencing on 1 April 2020 and expiring on 31 March 2022.

	current	2020	2021
	\$ per hour	\$ per hour	\$ per hour
Grade 2 Step 4	\$19.94	\$21.15 (6%)	\$22.00 (4%)
Grade 2 Step 3	\$18.70	\$19.50 (4.3%)	\$21.00 (7.6%)
Grade 2 Step 2	\$17.96	\$19.15 (6.6%)	\$20.25 (5.7%)

The parties have agreed to a wage increase for Grade 2 as follows:

For all other roles and grades the parties have agreed to a 2% increase from 1 April 2020 and a further 3% increase from 1 April 2021.

The Wet Weather allowance has been incorporated into the base hourly rate for Delivery Agents at the rate of \$0.27 per hour.

Apart from the allowances specifically referred to in the terms of settlement existing allowances remain at the current rate for the term of the Agreement.

The terms of this agreement will apply to all employees who are members of the unions as at the date ratification is advised by the Union to the Company.

#### 2. UNION MEMBER REMITTANCE

The company will make a payment to the union equivalent to \$1 per week per union member. The first payment will be calculated as at the date of ratification and will be assessed thereafter on a monthly basis. Where possible that sum will be made at the same time union fess that have been deducted are remitted to the union.

#### 3. PASS ON

The Company agrees not to pass on the terms of this settlement to non-union employees before 1 August 2020.

#### 4. MOVEMENT BETWEEN LOCATIONS

The parties have discussed arrangements around temporary movements between different work locations. The parties agree to discuss the issue of movement between work locations as part of their strategic discussions regarding the future of work at Post, but in the interim record the current practice for clarity, as follows:

The Company may from time to time ask an employee to work at a site other than their usual work site, for example when another site is in need of help, to balance workload, or to provide an opportunity for development and experience. The employee may agree to do so.

The following would apply for the duration of this temporary arrangement:

- This is a voluntary arrangement.
- The Union will be advised before the Company seeks volunteers
- The employee's current terms and conditions of employment will remain unchanged unless the terms are more favourable at the temporary location. This includes any conditional allowances that may apply before or during the temporary arrangement
- The Management of Change provisions under Section F of the Collective Employment Agreement will not apply to this temporary arrangement but will continue to apply generally, for example the employee's entitlement to any redundancy compensation remains unaffected in the event of permanent changes to their role in the future.

#### 5. **REMUNERATION STRATEGY**

The parties agree that during the term of this agreement they will engage in a discussion on the Company's remuneration strategy for the future. This strategic discussion will include:

- The future of the Job Evaluation System (JES) and the potential for the JES to include some form of external relativity.
- The balance between the recognition of service, experience, skills and performance
- Wage compression

#### 6. TEAM LEADERS

The parties agree that during the term of this agreement they will engage in a discussion on a number of matters relating to team leaders, including structure, team sizes, skills and leadership development.

## 7. CHANGE TO ADMIN WORDING ON WORK OUTSIDE OF SPAN

The parties record that the change made to clauses N8 in the Administration Occupational Schedule is intended to more accurately record the way in which payment is made, not to substantively change the entitlement to payment for working outside of the span of hours.

#### 8. ENHANCED EARLY RETIREMENT

The Company will continue the Enhanced Early Retirement Programme in its current form for one year, until 31 March 2021. The Company will consult with the unions on a review of that policy. The Company reserves its right to amend that policy after consultation.

### 9. CODE OF PRACTICE FOR AGENCY TEMPS

The Company will commit to developing guidelines for the engagement of agency temps within 12 months of ratification of this agreement. The Company confirms that its preference is for direct employment and it will continue to review its practices in respect of use of agency temps.

### 10. RETAIL

Retail employees who have been made redundant from KFSR and are taking up new employment with NZ Post in our corporate stores, will be employed on following basis:

- They are covered by the Operations Occupational schedule of the Collective Agreement
- Customer Service Officers (CSOs) will be offered Grade 3 positions at an appropriate step

to reflect their experience.

- Customer Service Team Leaders (CSLTs) will be offered Grade 5 positions at an appropriate step to reflect their experience.
- Their service with NZ Post will commence with their start date.

### 11. VOLUNTEER LEAVE

The parties acknowledge that the Company has a Volunteer Leave policy, which it intends to promote more actively to employees.

#### 12. LEAVE MANAGEMENT

The parties agree they will discuss ways to manage taking of leave in accordance with best practice.

### 13. SICK LEAVE BANK

The Company is investigating as a matter of policy whether it is possible for employees to share sick leave balances with other employees in need.

### 14. AT HOME CUSTOMER CARE REPRESENTATIVES (NATIONAL CUSTOMER CARE CENTRE)

The parties agree to discuss the at home agents work arrangements within 12 months of ratification of this agreement. The intent is to develop a strategic direction that addresses the need of our people and desire of the company to be an employer of choice.

### 15. PPM

The parties have accepted the need to remove the Postie Pay Model. The employees who are currently employed under the Postie Pay Model will have an option of moving to the Delivery Agent Pay Model or electing to take up an offer of voluntary redundancy.

Those employees who wish to take up the option of voluntary redundancy will have one month to advise the Company of their decision, with the month commencing from the date of a formal transition briefing to them.

The Company will set the actual date of termination for any employee who has elected a voluntary redundancy under this provision, such date to be no later than one year from the date on which the employee provided written notice of their decision to elect voluntary redundancy.

The parties have also agreed that the Company will determine the timing of the change from PPM to the Delivery Agent pay model, and that this date may vary by area and branch. In the interim period before the pay model changes are able to be made, the employees concerned will continue to be paid as per the PPM model, and the terms of the PPM pay model as at 31 March 2020 will continue to apply subject to the following changes:

- The base rates in the PPM pay model will be increased by 2% as from 1 April 2020 and a further 3% increase from 1 April 2021 if required.
- The additional hours rate will be increase by 2% to \$24.41 as from 1 April 2020 and to \$25.14 as from 1 April 2021 if required.
- The mobile phone allowance will be paid at the rate of \$75 per annum where an employee's anniversary occurs after 1 April 2020.

The parties also acknowledge that the work measurement model will not be updated or maintained in this interim period.

## 16. STANDARD PAY MODEL POSTIES

The parties have agreed that posties currently covered by the standard pay model will move to the Delivery Agent pay model. This change will be effective from 1 April 2020 and will be implemented in conjunction with the other parts of implementation to be managed by payroll.

The other employees currently covered by the Standard pay model will continue to be covered by that model, and the Standard Pay Model will be effectively a grandparented pay model for those individuals only.

#### 17. 8% HOLIDAY PAY FOR ON-CALLS

The parties agree that payment of annual holiday pay as 8% of gross earnings is the preferred approach for on-call employees and commit themselves to continuing to seek a mutually agreed solution to enable this to occur.

### **18. HIGH PERFORMING DELIVERY AGENTS**

The parties have agreed to explore an arrangement for delivery agents that rewards high performance and encourages team work.

## **TERMS OF SETTLEMENT 2017 - 2020**

#### 1. OVERVIEW

These Terms of Settlement make amendments to the New Zealand Post Limited/PWUA 2016-2017 CEA (the White Book) and number references are to that document.

### 2. TERMS OF SETTLEMENT

The Parties agree to the following:

#### SCOPE

2.1. The term of the collective agreement will be three years from 1 April 2017 with an expiry date of 31 March 2020. (Ref: B.5)

#### LEAVE

2.5. Frozen Retiring Leave

The parties have agreed to pay in advance of entitlement any Frozen Retiring Leave owing as a lump sum taxable payment to eligible employees. The payment will be made no later than 30 September 2017. The amount of Frozen Retiring Leave paid will be deducted from any other subsequent payments as relevant and set out in the collective agreements.

#### MANAGEMENT OF CHANGE

2.8. Reduction in Standard Hours

The parties acknowledge that the Company and the employee(s) concerned may agree to a partial redundancy variation as an alternative to an abatement allowance. (Ref: G.30)

### **SPECIFIC CONDITIONS - OPERATIONS**

2.31 Individual Performance Incentive Payment for Mail Processing Team Leaders on Step 3, Grade 5 (Metro) Representatives from the relevant eligible employees will meet with the Company and union representatives to discuss the on-going relevance of the Individual Performance Incentive Payment. Any variation to this clause will be agreed between the employee(s) and the Company. (Ref: N.14 Operations)

### **OTHER MATTERS**

2.33 Business Unit Incentive Payments (BUIP)

Employees within the Administration and Delivery Occupational Groupings will not be entitled to a Business Unit Incentive Payment after the completion of the financial year ending 30 June 2017.

Administration and Service Delivery employees on Grade 3 and above as at 1 July 2017 who were previously covered by the 2016 – 2017 New Zealand Post/PWUA Collective Agreement will be entitled to a one-time lump sum compensatory payment of:

- \$750 (gross) (where the total BUIP received by the employee over the last two years was less than \$750 (gross)); or
- \$1000 (gross) (where the total BUIP received by the employee over the last two years was more than \$750 (gross)).

Administration and Service Delivery employees on Grades 1 or 2 as at 1 July 2017 who were previously covered by the 2016 – 2017 New Zealand Post/PWUA Collective Agreement will be entitled to a one-time lump sum compensatory payment of \$500 (gross).

These payments will be pro rata in accordance with the BUIP eligibility and payment rules as applicable.

The effect of the above will be the removal of BUIP provisions from the Collective Agreement and employees will not be entitled to BUIP after completion of the financial year ending 30 June 2017.

2.34 Engagement between Parties

The parties have agreed to meet following ratification of this agreement with the objective of reaching agreement on a framework for engagement. The parties may agree to engage an external facilitator to assist in this process (costs to be shared).

The engagement framework will set out:

- The way the parties agree to engage with each other;
- The ways in which substantive issues for engagement are identified; and
- The obligation of the parties in respect to the process of engagement including using best endeavours to reach consensus on any proposals, and escalation of matters that are proving difficult to senior officials of the parties.

The parties agree to commence the development of the engagement framework within two weeks of ratification.

2.35 Leadership Pathway

Subject to agreement being reached on an Engagement Framework, the parties agree to form a working group to design and develop a Skills Pathway that recognises the value of developing our people and provides a framework to enable opportunities for them to grow into future operational leadership roles.

During design and development of the Skills Pathway, the working group will consider:

- establishing an 'Operational Skills Matrix (OSM)' that sets out what great operational leadership looks like;
- the opportunities available to develop knowledge cross functionally and across sites, i.e., what's practical and possible in providing a broad range of experiences;
- entry criteria that target consistent, solid performers who are motivated to taking the next step in their career;
- the opportunity for external recognition of development through the NZQA framework;
- how low literacy and numeracy skills does not become a barrier to participation through appropriate design of material and access to literacy and / or numeracy development and support for those who need it;
- opportunities to recognise participants on the Skills Pathway;
- The appropriate timeframes for design, development and implement the Skills Pathway.

The Skills Pathway may consist of two 'levels' of participation. The first level could be providing access to content and learning consistent with the OSM (at a 'theoretical' level) – this could be available to anyone interested in getting their development underway. The second level could be stepping up into a 2IC / acting leadership role to apply the knowledge they've gained (at a 'practical' level) – this might be limited to an annual intake against the entry criteria.

It is anticipated that the design and development of this Skills Pathway is concluded by the end of 2017 calendar year, with the first 'intake' commencing early in 2018.

#### 2.36Payslips

Employees may request a copy of their annual leave balance report from their Team Leader.

## **TERMS OF SETTLEMENT 2016**

## 4. NIGHT RATE (L.22)

The night rate will be set at \$3.01 per hour (after the application of 1.5% to \$2.97).

Existing employees who as at 26 June 2016 were covered by the 2013-2016 White Book will be entitled to an additional night rate allowance to be called the Night Rate Makeup Allowance (NRMA) which is set as follows:

### Night Rate Make-up Allowance

Grade	\$ per hour worked between 8pm and 6am
1	\$3.22
2	\$3.78
3	\$4.70
4	\$5.73
5	\$6.93
6	\$8.28

For each hour of work that qualifies for a night rate payment, an individual covered by this grandparenting provision will be paid the current night rate (e.g., \$3.01 on 1 April 2016) plus the NRMA appropriate to their grade.

Note that the NRMA will apply to an individual until such time as current continuous service is broken.

#### 5. OPERATIONS HOURS OF WORK

Full time weekly hours of work shall be set at 40 hours.

Existing full-time employees who work less than 40 hours may request that their standard weekly hours be increased to 40 and the Company shall action such request. Time worked between 37:55 and 40 hours will be paid at the employee's ordinary time rate of pay.

Note that implementation of a request to increase standard hours to 40 will coincide with implementation of the payment of overtime after 40 hours as set out in clause 6 below.

### 6. OPERATIONS AND CALL CENTRE OVERTIME

Overtime at the rate of T1.5 will be payable in respect to hours worked in excess of 40 in a week for employees in the Operations and Call Centre occupational groupings. The parties note that implementation of this provision for existing employees will await required payroll changes, and that in the interim overtime will continue to be calculated on the same basis as provided for in the 2013-16 Collective Agreement.

#### 7. MEAL BREAKS - OPERATIONS

The Operations section of the CEA will provide for an unpaid 30-minute meal break.

Existing employees who are currently entitled to a paid meal break will continue to be entitled to such a benefit by way of a grandparenting arrangement.

#### 11. ROSTER MAKE UP ALLOWANCE

Operations employees who are entitled to a Roster Make Up Allowance (RMA) as at the date this Agreement comes into force will have the RMA incorporated into their base hourly rate. The RMA will cease to exist as a separate stand-alone condition of employment for these employees.

### 13. PAY FREQUENCY

New Employees will be paid on a fortnightly basis in arrears. Existing employees can remain on a weekly pay basis.

#### 29. TELECOM CONCESSION ALLOWANCE

Individuals currently eligible for a grandparented Telecom Concession Allowance will have such entitlement confirmed in a personal to holder letter.

## 32. POSTIE TRAINING - DELIVERY

New N46A Buddy Training to provide for four weeks training and six weeks protected with actual hours before the postie moves on to calculated time. A training allowance for posties will be paid as follows:

\$21 per day for the first two weeks

\$11 per day for the second two weeks

The application of this allowance to IDA is to be reviewed by the parties and resolved at the next negotiation of this Agreement.

## LETTER OF SETTLEMENT 2013 - 2015

#### 1. Delivery

#### 4.1 Training Buddy

New Zealand Post commits to implement an increase from \$11 to \$21 per day in the first week of the "Buddy Training Allowance" in Delivery. For clarity, this is not a contractual term or entitlement and will be reviewed as necessary with regard to operational and business needs.

## LETTER OF SETTLEMENT 2011 - 2013

#### 3. 90 Day Trial Periods

The Company commits that it will not utilise the provisions of s.67A Employment Relations Act as they relate to 90-day trial periods for new employees.

#### 4. Internal Transfer Testing for Transfers into Safety Sensitive Roles

An employee who works in a non-safety sensitive role and who is the preferred candidate for a transfer to a safety sensitive role must successfully pass a drug test prior to engagement in the new position or role. Note: this testing requirement does not apply to employees who transfer between safety sensitive roles nor to employees who are compulsorily transferred from a non-safety sensitive into a safety sensitive role.

#### 13. Vehicle User Agreement

New Zealand Post undertakes not to alter the Vehicle User Agreement template without prior consultation with the Union.

#### 14. Undertakings of The Parties

The parties will continue to monitor and develop the Work Measurement System and associated processes to ensure:

• New products and services and work methods are fully integrated into the work design and remuneration system.

And that

- Workload and work process concerns
- Round size and design issues and concerns

are managed through the agreed transparent and nationally supported review processes endorsed by the parties such as the WMS Issues Register and Forum.

#### 24. Escalation Mechanism

Where a delivery employee is concerned about staffing levels and the allocation of workload, the appropriate escalation mechanism is: member or delegate to branch leader, then union officer to regional Delivery Business Leader, then union advocate to GM Delivery.

## LETTER OF SETTLEMENT 2002 - 2004

#### **Hours of Work**

- 5. Temporary changes to the standard hours' roster will be reflected in superannuation contributions.
- 6. In addition to the negotiated changes, the company confirms the following in relation to resourcing at delivery branches:

When considering resourcing for a full duty, branch leaders will first allocate that full duty to a permanent part time employee at T1 (to work on a non-rostered day) in preference to allocating the work to an "on call" or casual employee. This does not affect Post's ability to require cut ups in accordance with the CEA.

### **Medical Retirement**

10. The General Manager Human Resources will consider, on application by the employee and on a caseby-case basis, a pro rata payment of the 3 months' medical retirement compensation when ACC entitlements do not cover the full 3-month period.

#### Live issues from the last (2000-2002) terms of settlement

13. Consistent with paragraph 33 of the terms of settlement 2000 to 2002 the company will meet the costs of surcharges for emergency treatment, and diagnostic service where there is no Care Advantage Provider, subject to the company first being notified.

## LETTER OF SETTLEMENT 2000 - 2002

### **Pay Scales – Transition Process and Initial Application**

- 3. The parties agree to directly translate all people from their current grade to the equivalent new grade for their job. The following details confirm this approach:
  - Grade one:
    - Ops 1 03s current 03s retain progression \*
    - Ops 2 01 \*
  - Grade two:
    - Ops 2 02s \*
    - Grade 14 and 04
    - Grade 14 Secretarial Group
    - Grade 15s employed before 1 January 1995 ^
    - For those marked with \*, the parties will check that the actual translation is correct according to the actual job
    - If an employee who moves to grade two has a uniform (e.g., by personal to holder arrangement), they will keep the entitlement to the uniform
    - Ops 2 02 (05)b employees (on \$12.325 as at 30 June 2000) will retain a make-up allowance on the same basis as historical grade 15's
    - Secretarial Group employees on Steps 03 and 04 will retain a make-up allowance on the same basis as historical grade 15's
    - For those marked ^ deals largely with historical grade 15s. The analysis of these jobs and jobholders will be prioritised by the parties. Some employees according to their job will move to grade 3. Others will be grandparented as per clause 10 below
  - Grade three:
    - Grade 15s appointed to the company after 1 January 1995
    - Delivery grade 6, head PAs and operations grade 6

- Grade 15 Secretarial group employees will retain a make-up allowance on the same basis as historical grade 15's
- Grade four:
  - Grade 16 and their equivalents from other scales
  - Grade 16 Secretarial Group employees will retain a make-up allowance on the same basis as historical grade 15's
- Grade five:
  - Grade 17 and their equivalents
  - Grade 17 Secretarial Group employees will retain a make-up allowance on the same basis as historical grade 15's
- Grade six:
  - Grade 18 and their equivalents.
  - Grade 18 Secretarial Group employees on Step 03 will retain a make-up allowance on the same basis as historical grade 15's
- 4. The other three final matters agreed are:
  - progression rights to the top of the old grade for grandparented employees are protected as are uniform provisions currently applying to individuals
  - notwithstanding clauses 8 to 11 of this letter, all employees affected by these transition arrangements as a result of the base pay changes will receive both 2.0% increases (for 2000 and 2001) and only then will any abating provisions apply
  - existing arrangements, as at 5 July 2000, agreed between red-circled/grandparented employees and their manager will continue to apply. This means that people who have such current arrangement to have their pay rate abated by future rate increases will not receive the 2% wage increases
- 5. With regard to those employees who are already grandparented at the current grade 15 pay rate, but are employed in a grade 14 job, the parties agree:
  - The job will translate to a grade 2 in the new scale
  - The company will continue to grandparent the individual's base pay rate at the original grade 15 rate as agreed in 1994
  - This unabated allowance will continue to be treated as earnings for all purposes including overtime, superannuation and redundancy.

The company reaffirms the commitment made in 1994 to protect the relativity of this group of employees - "Gold plated provision"

- 6. With regard to those employees whose pay rate will be lower as a result of the new pay scale, the parties agree:
  - their base pay rate will be grandparented at the current rate
  - they will receive an abating allowance to the original rate unless or until their actual pay rate for the job they are performing exceeds the current rate
  - this abated allowance will be treated as earnings for all purposes including overtime, superannuation and redundancy.
  - "Silver plated provision"
- 7. Where on the application on the new Job Evaluation system (for the first 18 months- including evaluations that have been deferred pending the implementation of the new job evaluation system) a job is evaluated and the evaluation results in the grade for the job being reduced by one grade:
  - the jobholder is entitled to their current rate of pay, i.e., the current rate for the grade and step

- this will be paid by way of the rate for this step in the new grade for the job plus an abating allowance, so they retain their earnings at the previous grade and step
- the abating allowance will continue to be paid until the rate for the new grade meets or exceeds the rate for the previous grade
- this abating allowance will be treated as earnings for all purposes including overtime, superannuation and redundancy.
- "Silver plated provision"
- 8. Where a job is downgraded by <u>two or more grades</u>, then the job is deemed to be dis-established and the surplus provisions in Section G will apply.
- 9. When a job is downgraded as a result of "new matters" or normal business restructuring (and not expressly the application of the new Job Evaluation System), then the current policy remains. This approach is prescribed in the CEC and provides:
  - when the grade of the job goes down one grade, the jobholder is entitled to an abating allowance for a two-year period. This abating allowance will not be treated as part of the hourly rate for overtime and superannuation purposes
  - when a job goes down two grades, then the surplus provisions in Section G apply.
  - "Bronze plated provision"

### **Hours of Work**

- 10. The negotiations have centred around hours of work issues and the new Contract makes comprehensive changes to hours of work terms and conditions.
- 11. In terms of implementing these changes, New Zealand Post confirms that all existing full-time employees as at Wednesday, 5 July will have their rounding to 40 hours' weekly wages protected. The company agrees that the intention of the roster allowance is to ensure that existing full-time employee core earnings are not reduced as a consequence of this change. New Zealand Post confirms that the roster allowance will be applied for all purposes including sixth shift allowances, parental leave payments and redundancy entitlements.
- 12. As advised, this means that existing full-time employees will be paid a roster allowance for the period between the full-time hours that are rostered to be worked as defined by their individual occupational groups and 40 hours. For existing operations employees currently working over 6 days and who have standard weekly hours between 36 hours and 37 hours 30 minutes, the number of rostered hours will not be changed while the employee remains rostered over 6 days; provided that overtime at T.1.5 will only be paid when over 37 hours 30 minutes is worked in a week.
- 13. All other employees, including both new and existing employees, will be paid on an "hours worked = hours paid" basis. The Company confirms that overtime rounding will cease to occur and all approved overtime worked will be paid on an actual time worked basis.
- 14. The other significant change from the earlier company claims is that we confirm a full-time week remains as prescribed in the individual occupational schedules and T1.5 will be paid in all instances where overtime work exceeds those full-time hours over the week.
- 20. New Zealand post will not prohibit individual delivery branch managers from providing individual Posties with two sets of footwear to enable the pairs of shoes to be alternated.

#### Significant Roster Changes – Sixth Shift Allowances

21. New Zealand Post confirms when applying the eight-week payments for significant roster changes to sixth shift/night rate payments, the company will take account of situations where employees had previously elected for the additional week of leave rather than the 13% loading. In recognising the impact of significant roster changes, Post will commute the additional leave to a monetary loss. The intention is to retain neutrality for employees when choosing between the leave and 11% allowance, and the 13% allowance.

#### Delegate leave and union representation

- 28. It is understood that paid delegate leave does not extend to include costs of travel accommodation etc. Further, the leave is paid on the basis of a standard day (or part thereof) and time spent in delegate training beyond standard daily hours does not count for overtime purposes. Delegate leave should be scheduled on a basis to avoid incurring overtime in the performance of work which would normally be done within standard hours, and early advice to the manager responsible for rosters is expected.
- 31. The existing practice of arranging annual general meetings is not precluded by the wording in the CEC, and the PWU and PWA can continue to schedule meetings in direct discussion with managers, following receipt of general advice to the Company.

#### **Accident Treatment Costs and Cover**

33. Post reaffirms its policy that employees should not have to pay for treatment for work related injuries. Post confirms that employees using a Care Advantage provider for treatment will not have to pay any additional cost themselves. A list of Care Advantage providers is available from managers or from the intranet, and additional providers can be put forward for addition to the list.