



TEAM GLOBAL EXPRESS

&

**THE RAIL AND MARITIME TRANSPORT
UNION**

COLLECTIVE AGREEMENT 20232024

Table of Contents

1. INTRODUCTION	3
2. PARTIES AND COVERAGE.....	3
3. TERM.....	6
4. DEFINITIONS	6
5. EMPLOYMENT TYPES.....	7
6. EMPLOYMENT POLICY.....	8
7. CONTRACTING OUT, OUTSOURCING OR SALE	9
8. CONSULTATION	10
9. CONSULTATIVE COMMITTEE	11
10. REPRESENTATION.....	11
11. PAY AND ALLOWANCES.....	12
12. NEW ZEALAND RAILWAYS STAFF WELFARE TRUST	12
13. EXPENSES	13
14. HOURS OF WORK	13
15. OVERTIME AND PENALTY RATES	16
16. PUBLIC HOLIDAYS.....	18
17. ANNUAL LEAVE.....	20
18. PARENTAL LEAVE.....	21
19. LONG SERVICE LEAVE.....	22
20. SICK LEAVE	22
21. BEREAVEMENT I TANGIHANGA LEAVE.....	24
22. HEALTH AND SAFETY.....	25
23. DRUGS AND MEDICATION.....	26
24. ENDING EMPLOYMENT.....	27
25. OTHER CONTRACTUAL MATTERS	31
26. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS.....	33
27. SIGNATORY CLAUSE.....	35
SCHEDULE 1: PAY AND ALLOWANCES.....	36
SCHEDULE 2: RETIREMENT LEAVE	40
SCHEDULE 3: REDEPLOYMENT AND REDUNDANCY	41
SCHEDULE 4: SUBSEQUENT EMPLOYER PARTIES NOTIFICATION	46

1. INTRODUCTION

- 1.1 NZ National Networks Limited (Team Global Express) recognise their main resource is their skilled employees. To ensure that they strengthen and improve their place in their respective competitive markets it is important to sustain and develop the people who work within their respective Company.
- 1.2 A successful business is the result of teamwork; people working together in a spirit of partnership. The parties to this Agreement record their commitment to customer service as the most effective way of building a more successful business and recognise that an employment relationship based on trust, goodwill and mutual respect is the best way of achieving this goal.
- 1.3 It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. Team Global Express value their employee's ability to make their own decisions depending on what is happening at any time. However, this Agreement (including its schedules) can and should set out the general terms and conditions of employment to provide a foundation for our relationship.

2. PARTIES AND COVERAGE

2.1 Parties to this Agreement

(a) Union Party to this Agreement

The union party to this agreement is the Rail and Maritime Transport Union, (RMTU) ("the Union").

(b) Employer Parties to this Agreement

The Employer party to this Agreement is NZ National Networks Limited (Team Global Express) ("the Employer") and

2.2 Subsequent Employer Parties to this Agreement

- (a) The parties agree that a new employer may become a party to the Agreement after it has been signed if:
 - (i) The parties agree to the new employer becoming a party to the Agreement, such agreement will not to be unreasonably withheld bearing in mind the parties obligations of good faith and the need to assess each situation on a case by case basis; and
 - (ii) The work of some or all of the new employer's employees comes within the coverage in clause 2.4 of this Agreement; and

(iii) The relevant employees are not bound by another collective agreement in respect of their work for the new employer.

(b) Where the Union notifies the existing parties that a new employer wishes to join the Agreement, the existing parties shall within 15 working days of the notification referred to in this clause advise the Union and the new employer of their agreement or otherwise under clause 2.2(a)(i).

(c) If the existing parties or any of them refuse to agree to the new employer joining as a subsequent party to this Agreement, all existing parties agree to participate in mediation in good faith in an effort to resolve this impasse.

(d) Any such new employer shall comply with Section 56A of the *Employment Relations Act 2000* and any amendment to the same, including notifying all parties to the Agreement that the new employer proposes to become a party to this Agreement.

(e) The address to which the notification referred to in the preceding paragraph is to be posted for an existing party to the Agreement, will be the address set out in Schedule 4, and any variation to the same that is notified in writing to the other parties to the Agreement.

2.3 This Agreement shall also apply to all employees of any employer who becomes a party to this Agreement by way of the Subsequent Employer Parties Clause, who are or become members of the Union, and who come within the coverage clause in clause 2.4 of this Agreement. The names of such Subsequent Employer Parties shall be recorded on a separate schedule in the Agreement at the time they become a party to the agreement. Such new employees shall be covered by this agreement and those aspects of the existing schedules to this agreement as agreed between the Union and the new employer or such new schedules as are agreed between the Union and the new employer.

2.4 Coverage

(a) This Agreement applies to all employees of the employer party to this agreement who are or become members of the Rail and Maritime Transport Union except for the following:

(i) Managerial positions above MR Level 15 responsible for recommending and/or approving appointments and dismissals which would otherwise come under the provisions of the pay scale at 1.4(a) of Schedule 1 – Pay and Allowances 1; and

(ii) Sales, policy or executive support functions

(b) Transitional provision

This Agreement does not apply to employees who were employed under an individual agreement (not being an individual agreement based on an expired collective employment contract or expired collective employment agreement) at the commencement of this Agreement. The employee may however join the Union and the employee may become a party to the Agreement if they fall within the coverage of this Agreement and the previous individual agreement will not apply.

2.5 New employees

- (a) The terms and conditions of this Agreement apply to any new employee who joins the Union except those excluded in the preceding clause; and
- (b) the terms and conditions of this Agreement apply to all new employees whose work falls within the coverage clause for the first 30 days of their employment in addition to any other terms and conditions the Employer and the new employee have mutually agreed upon provided that those terms and conditions are not inconsistent with the terms and conditions of this Agreement.

2.6 Employer's duties in relation to new employees

- (a) The Employer agrees that it is bound to immediately take the following steps in relation to all new employees upon their engagement:
 - (i) Provide them with a copy of this Agreement;
 - (ii) Inform them that this Agreement applies to the new employee for the first 30 days of their employment, and beyond if they join the Union; and
 - (iii) Inform them that the new employee may join the Union; and
 - (iv) Inform them that if the new employee joins the Union they will have all the rights, benefits and obligations of the terms and conditions of this Agreement; and
 - (v) Ask the employee if they wish the Employer to advise the Union that they have entered into an individual employment agreement; and
 - (vi) If the new employee and the Employer have mutually agreed on additional terms and conditions of employment, then the Employer must seek the new employee's agreement to advise the Union of the fact that the new employee and the Employer have agreed on additional terms.

2.7 Salary option

- (a) The Employer and the employee, in consultation with the Union, may agree to an inclusive salary for employees payable under Schedule 1 – Pay and Allowances in their respective Minimum Rates tables in Schedule 1 – Pay and Allowances, clause 1.4(a) or 1.4(b). Such agreement may include variations to the following provisions in this agreement:
- (i) Clauses 11.1 to 11.4
 - (ii) Clauses 14.2 to 15
 - (iii) Clause 17.3
- (b) The Employer and the Union are prepared to consider and accept establishing collective salaries for positions not covered in Schedule 1 – Pay and Allowances, clause 1.4(a).

3. TERM

This agreement will come into force on 1st July ~~2023-2024~~ and will expire on 30 June ~~2024~~2025.

4. DEFINITIONS

- 4.1 **Shift Worker** is an employee who works on a rotating roster, where at least 40% of the work periods on the roster include hours falling between ~~2000-2200~~ and ~~0600-0500~~ or other employee who works more than 40% of their hours between ~~2000-2200~~ and ~~0600-0500~~.
- 4.2 **Work Period** is a normal "days work" including a shift within a roster.
- 4.3 **Tack on** involves a later finish or earlier start and is part of the Work Period.
- 4.4 **Service** is current continuous service. Unless otherwise agreed by the Employer, special leave without pay does not count as service, but does not break continuity.
- 4.5 **Relevant Daily Pay** has the meaning given to it by the *Holidays Act 2003* and its amendments. Unless the context otherwise requires, "relevant daily pay", for the purposes of calculating payment for a public holiday, alternative holiday, sick leave bereavement leave or family violence leave, --
- (a) means the amount of pay that the employee would have received had the employee worked on the day concerned; and
 - (b) includes-

- (i) productivity or incentive-based payments (including commission) if those payments would have otherwise been received on the day concerned;
- (ii) payments for overtime if those payments would have otherwise been received on the day concerned;
- (iii) the cash value of any board or lodgings provided by the Employer to the employee;
- (iv) allowances paid in accordance with the provisions of this Agreement with the exception of strict reimbursing allowances.

5. EMPLOYMENT TYPES

5.1 **Full time employee** is an employee who is available to work up to 80 ordinary hours a fortnight.

5.2 **Part time employee is** an employee who normally works less than 75 hours a fortnight.

5.3 Casual employees

- (a) Casual employee is an employee who is employed on an as required basis (without defined hours of work) with actual hours agreed on a daily or weekly basis and normally works less than 75 hours a fortnight.
- (b) The following provisions in this Agreement do not apply to casual employees:
 - (i) Clause 17.3.
 - (ii) Clauses 20.1-20.8 (the sick leave provisions of the *Holidays Act 2003* apply instead).
 - (iii) Schedule 3 - Redeployment and Redundancy.

5.4 Temporary Employees

- (a) The Employer agrees to minimise the use of temporary staff. They may be engaged for the following reasons:
 - (i) to cover staff shortages
 - (ii) long term ACC / and sick leave
 - (iii) to cover peak season workloads
- (b) Agency casuals/temps

The period of assignment for an agency casual/temp will not exceed 6 continuous months. Should an assignment reach six (6) continuous months, the Employer will evaluate offering employment as an employee of the Employer. This will be based on the ongoing need for the position. Any offer of employment will be a permanent or fixed term arrangement.

6. EMPLOYMENT POLICY

- 6.1 The parties are committed to promoting harmony through participation and therefore ensuring that mutual respect is the basis for the relationship between them. Our objectives include:
- (a) Improving the working environment.
 - (b) Providing fair and equal opportunities to all.
 - (c) Increasing the competitiveness of the business through customer focus, efficiency and flexibility.
 - (d) Encouraging employee participation in the business.
 - (e) Recognising employees' contributions and family responsibilities.
- 6.2 However, with the best of intentions, differences will arise. The important thing is they are dealt with promptly and fairly. An employee may elect to be represented by the union or authorised representative at any time during the following process.
- 6.3 Any concerns should be raised with the employee's Manager in the first instance.
- 6.4 If the matter remains unresolved, or if the employee considers their Manager is the cause of the problem it may be referred directly to more senior management. Remember this is your right and you should not feel worried about exercising it.
- 6.5 If there is still no resolution the employee may progress your claim through the procedure for personal grievances and disputes resolution described in Clause 26.
- 6.6 We want employee's time at work to be a positive and rewarding experience. If an employee has a problem, we all need to see that it is fixed and once it is resolved we should be able to get on with the job without recrimination. If an employee or their manager feel this is not happening, further discussions should be held to address any ongoing issues.

7. CONTRACTING OUT, OUTSOURCING OR SALE

- 7.1 The Employer prefers to utilise its own people and equipment for its on-going business activity.
- 7.2 In furtherance of this preference, the commitments in clauses 1 and 6 above, and in recognition of the principle that job security, skills development, and a fair employment policy will best ensure trust, goodwill, and mutual respect, and an employee commitment to customer service, the Employer confirms its commitment in regard to contracting out, outsourcing or sale as follows:
- (a) That, wherever possible, work falling within the scope of the positions in Schedule 1 – Pay and Allowances on which employees covered by this Agreement are engaged, as at the commencement date of this Agreement, will continue until the expiry date of this Agreement to be undertaken by its own employees.
 - (b) Where it is not possible to undertake particular work using the Employer's own employees in an efficient manner, at a reasonable cost and to an acceptable level of quality, consideration may be given to contracting out work currently performed by employees covered by this Agreement to third party contractors or labour agencies. It is acknowledged that employees of labour agencies may be engaged on an urgent or short-term basis.
- 7.3 The Employer acknowledges that any such decision to contract out, outsource or ~~sale~~ ~~of~~ ~~sell~~ ~~all~~ ~~or~~ part of the business should not be based solely on strict commercial criteria and the competitive position of the Employer, but must also give proper weight to factors such as:
- (a) customer service
 - (b) quality
 - (c) efficiency and flexibility
 - (d) organisational knowledge and experience
 - (e) safety
 - (f) the value of job security, skills development and a fair employment policy
 - (g) the commitment of its own employees
- 7.4 The Union acknowledges the on-going need for flexibility, efficiency, good presentation, and customer focus in order to continuously improve the competitive position of the Employer and attractiveness of services to its customers.

7.5 The impact of a contracting out, outsourcing or sale decision which results in redundancy of existing employees is greater than a decision to contract out work which does not directly affect employees. This must be reflected in the process leading to high impact decisions.

7.6 The Employer acknowledges that the consultation process provided for in this Agreement will be utilised in respect of any proposals or intended decisions as above and further acknowledges that the consultation process is a minimum requirement.

7.7 The parties have agreed on the processes to be followed by the Employer in any negotiation with a new employer, as well as relevant entitlements, should the Employer be considering a sale, contracting out, or transfer of all or part of its business to a third party. These processes, and relevant entitlements, are set out in clause 28.8 to this Agreement.

~~7.6~~

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8. CONSULTATION

8.1 The parties acknowledge that our interests are mutually dependent and that ongoing consultation between us is essential. In particular, the Employer agrees to consult with the Union on proposed changes, which may affect conditions of employment.

8.2 Subject to clause 8.1, the parties will co-operate in the introduction of new and improved work methods, arrangements, processes, equipment and technology.

8.3 Many of the current work procedures and administrative instructions relating to these procedures were developed in co-operation with employees or the Union. It is the parties' intention to continue this consultative approach in the development of work procedures in the future.

8.4 As part of this process the Employer will call meetings of all of Union members affected by the proposal to discuss important employment related matters and will be open to approaches to discuss issues of concern.

8.5 Managers and supervisors will maintain an open-door policy.

8.6 Employees and the Union are encouraged to provide ongoing feedback on issues of concern. Managers cannot be expected to help fix a problem unless they know that it exists.

8.7 In addition, the Union can call for formal paid meetings to discuss employment related matters. The objective in holding these meetings will be to allow employees the opportunity to receive information and discuss issues while at the same time causing minimum disruption to our customer needs.

- 8.8 Sufficient notice (up to 14 days can be required) will be given so that work flows can be arranged to allow minimum disruption and maximum attendance of the employees involved. For this to happen it will mean that not all employees can attend a single meeting and sometimes more than one meeting may have to be held.
- 8.9 Generally these meetings will not total more than four hours in each calendar year.
- 8.10 An effective consultative and partnership relationship between the parties is dependent upon management and Union representatives at all levels receiving appropriate training and education in their role. Paid leave may be provided for this purpose.

9. CONSULTATIVE COMMITTEE

- 9.1 A consultative committee shall be established of an equal number of management and elected delegates Nationally. Unless otherwise agreed this shall be four (4) management and four (4) delegates, selected by the Union. The Committee shall endeavour to meet on at least a quarterly basis to:
- Oversee the successful implementation of the terms of this Agreement.
 - Develop further the prospects for improved business performance.
 - Discuss key matters identified by the parties.
 - Union and Senior Management may act as sponsors in some circumstances.
- 9.2 Union Officials and Senior Management will participate in meetings on an as needs basis.

10. REPRESENTATION

- 10.1 An employee may represent themselves or choose to have the Union or any other person to represent them on matters relating to their employment. Some specific examples are:
- (a) Any enquiry or dispute regarding the interpretation, application or operation of the terms of employment. Note that the process set out in clause 8 means that the first step is to deal with the issue at a local level.
- (b) Any employment relationship problem or personal grievance claim that an employee may have regarding such matters as unjustifiable dismissal, disadvantage, discrimination, sexual or racial harassment or duress.
- 10.2 An employee may authorise the Union or any person to act as their authorised representative in accordance with the *Employment Relations Act 2000*. An employee's union subscriptions will be deducted from their pay.

10.3 The Union can enter the Employer's premises at any reasonable time, following advice to the site manager, to discuss matters relating to employment.

10.4 Workplace Delegate Rights

- (a) The Employer will recognise workplace delegates authorised by the Union and undertakes to permit such delegate's reasonable time to perform their role without any discrimination in their employment.
- (b) The Employer acknowledges that Union delegates represent and speak on behalf of the Union members in the workplace.
- (c) The Employer will allow Union delegates reasonable paid time during working hours to represent the interests of members or employees covered under this Agreement, which may include recruiting new members, consulting with Union members and with officials of the Union, representing Union members with disciplinary matters/personal grievances/mediation etc. This will be done in consultation with the employee's manager.
- (d) The Employer will provide reasonable email and land line telephone facilities to the delegate for Union purposes.

11. PAY AND ALLOWANCES

- 11.1 Employees will be paid in accordance with the hourly rates and allowances shown in Schedule 1- Pay and Allowances.
- 11.2 Full time employees will be paid 80 hours a fortnight at the hourly rate specified in clause 4.1 of Schedule 1 - Pay and Allowances.
- 11.3 Where an employee is absent from work without authorisation, the minimum fortnightly wage will not apply. Payment will only be made for the total fortnightly rostered hours minus the rostered hours not worked because of the absence.
- 11.4 The Employer may also make a deduction subject to the provisions of this Agreement for any other authorised unpaid time off.
- 11.5 Payment will be by direct credit to the employee's nominated bank account every second Thursday.

12. NEW ZEALAND RAILWAYS STAFF WELFARE TRUST

— Unless an employee has been previously exempted, or works less than 40 hours per fortnight, are a casual employee, or if an employee has fixed term employment for 12 months or less, the employee will be a member of the New Zealand Railways Staff Welfare Trust and have subscriptions deducted from their pay.

13. EXPENSES

- 13.1 An employee will not be out of pocket for authorised expenses incurred in the course of their employment.
- 13.2 The Employer will promptly refund all actual and reasonable expenses incurred by an employee in the course of an absence on duty or for any training provided. Claims are to be supported by receipts in accordance with the requirements of the employer. An employee may obtain an advance to meet these expenses if required.
- 13.3 Except for Employer directed training, seminars and conferences an employee may choose to arrange their own accommodation and / or meals. The following allowance will be paid as appropriate:

If the Employer provides:	Allowance per night
Accommodation and meals	Incidentals \$15.52 16.22
Accommodation	Meals and Incidentals \$116.70 121.95
If the Employer does not arrange your accommodation and meals:	Accommodation, Meals and Incidentals \$214.33 223.97

- 13.4 The Employer may provide meals in the case of emergency work. Reimbursement for the reasonable cost of a meal can also be approved where the employee is required to work past their normal finishing time at short notice and this extension coincides with their normal meal time.

14. HOURS OF WORK

- 14.1 The following are the hours of work parameters to promote health and safety in the workplace.

	Desired	Absolute
Maximum work period (exceptions listed below):	12 hours	14 hours
Rest between work periods:	12 hours	10 hours
Number of consecutive work periods before an off-duty day	10	12

- 14.2 The normal practice in planning days and hours will be to keep them at about 80 hours on up to 10 work periods in the fortnight.

14.3 If it is more practicable there may be more than 10 planned work periods, but the extra work periods are paid as overtime (the Saturday or Sunday work periods will in this case be the overtime).

14.4 We acknowledge that the Employer's objective to be the leading transport provider requires flexibility and co-operation to ensure that the customer's needs are met. Our mutual objective in setting the hours and days that are worked is to provide as much stability as practicable and yet be adaptable to the changing needs of our customers, whether these are on a planned basis, temporarily or at short notice. This requires a balance between meeting customer needs, efficiency and respect for an individual's personal and family commitments.

14.5 **Start and finish times**

An employee's normal hours and days of work at the start of this Agreement are those that applied immediately before the start of this Agreement.

14.6 **Change in working hours**

- (a) In setting the planned hours or days, the Employer will give the employee as much notice as possible of a proposed change to their hours or days of work. In any case at least 14 days unless otherwise agreed.
- (b) The Employer will consult with the employee or the union in accordance with the administrative instructions applicable to their work area which are developed in consultation with the Union from time to time.
- (c) Consultation will be conducted over a minimum period of one week.
- (d) If an employee works on a roster their work periods will be posted at least 10 days before you are required to commence them.
- (e) There will be at least 10 hours between planned work periods.

14.7 **Planned short term change in hours of work**

- (a) If there is capital and/or major maintenance work which is planned to take place on days other than an employee's normal days of work, the employee may agree to change their normal days to work on these days.
- (b) In normal circumstances an employee will be given at least 4 weeks' notice and will receive any penal rates that are applicable.
- (c) No change to an employee's days of work will be made for short term planned tasks without an employee's agreement.

14.8 **Short Notice Change in hours of work**

- (a) When a change is needed to the planned hours or days of the fortnight that have already been arranged, the Employer will provide -as much notice as circumstances permit and consult with the impacted employee/s where this is possible.
- (b) The Parties will respect each other's needs and commitments and will make practical adaptations if this is desirable and necessary. Except where there is no reasonable alternative available, short notice change will be made by mutual agreement. The planned hours and days for the balance of the fortnight will not be reduced as a result of the change (unless- agreed between the Employer and the impacted employee/s).
- (c) If an employee seeks to change their planned hours or days of the fortnight they should give as much notice as circumstances permit, and the Employer will endeavour to meet facilitate the request. Examples are exchanges of work periods and unplanned annual leave.

14.9 Breaks

- (a) In general meal breaks will be for at least 30 minutes and up to 60 minutes, and rest breaks will be for 10 minutes.
- (b) Generally, meal breaks will be at the mid-point and rest breaks will be at the quarter and three-quarter points of the work period.
- (c) Where meal breaks are at fixed times these are unpaid.

(d) Where meal breaks are paid these will not exceed 30 minutes in duration.

14.10 Flexi-Shifts

An employee may, subject to the conditions of this clause, agree to work their ordinary rostered hours in a pattern of Flexi-Shifts where offered by the company.

(a) An employee may voluntarily agree to be rostered their ordinary hours in two (2) shorter periods within a single work period (a **Flexi-Shift Arrangement**). The two (2) shorter periods will be scheduled within a maximum period of 12 hours.

(b) The working pattern and duration of each shift in a Flexi-Shift Arrangement will be determined having regard to:

1. The operational requirements of the particular work location and role performed by the employee;
2. The personal circumstances and preferences of the employee;
3. Fatigue management, safety and wellbeing matters to ensure that

the proposed arrangement is appropriate in all the circumstances;
and

4. As far as practicable, will involve equal number of ordinary hours
rostered in each constituent shift.

(c) An agreed Flexi-Shift Arrangement will:

1. be specified in writing and signed by both the employee and the
employee's manager, and a copy of it will be retained by the parties;
and
2. include details on the commencement date, and the rostered
ordinary hours on constituent shifts.

(d) Flexi-Shift Arrangements will be the subject of periodic review between the
parties to ensure that the arrangement remains suitable for them.
Modifications may be agreed between the parties and any such agreement
will be recorded per the requirements of clause 14.10(c) above.

(e) In the event either party wish to bring a Flexi-Shift Arrangement to end, a
minimum of four (4) weeks' notice applies (which may be reduced by
mutual agreement) to ensure appropriate alternative operational
arrangements can be made.

(f) All ordinary hours worked under a Flexi-Shift Arrangement will be paid a Flexi-
Shift Premium as specified in clause 15.2 of this Agreement.

(d)

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15. OVERTIME AND PENALTY RATES

15.1 Overtime is paid for at a rate of time and a half on the following basis:

- (a) hours in excess of 80 per fortnight.
- (b) extra work periods above 10 (or if you are a full time employee, any extra work periods where you are rostered to work less than 10 work periods a fortnight).

15.2 Penalty Rates & Saturday Work

15.2 (a) Subject to clause 15.2(b), penalty rates apply on the following basis:

Time worked:	Penalty Rate
Any time worked on Saturday <u>that is not an ordinary rostered day:</u>	Time and a half
Any time worked on Sunday:	Double time

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Time worked:	Penalty Rate
Any time worked between 2000 2200- 0600 0500 hours Monday to Friday	Time and a quarter
<u>Flexi-Shift Premium (clause 14.10)</u>	<u>Time plus 15%</u>

(b) Saturday work:

Where an employee is rostered to work ordinary hours on a Saturday, those hours will be paid at the employee's ordinary base rate of pay for the hours so worked and the penalty rates specified in this clause do not apply.

~~15.3 The Employer expects employees to work a minimum of 80 hours per fortnight but there may be periods where the volume of work increases and the Employer may request for employees to work additional hours (but not more than 120 hours per fortnight in total by any one employee. The Employer's request for overtime will not be unreasonable. If overtime is worked, it will be paid in accordance with clause 15.1(a). The Employer expects employees to work a minimum of 80 hours per fortnight but there will be periods where the volume of work increases and there may be the requirement for employees to work up to 120 hours per fortnight or until the job is complete (less than 120 hours per fortnight). The request for overtime will not be unreasonable.~~

15.415.3 Tack-ons are paid as extra work periods if employees work a rostered shift on the second Saturday of the fortnight and the total hours (including paid leave, but excluding extra work periods) exceed 80. This does not apply to part time employees.

15.515.4 Where the time an employee works qualifies for more than one of the overtime or penalty rates specified above only the higher rate shall apply.

15.615.5 The allocation of night or weekend work among employees covered by this Agreement shall be fair and equitable. The Employer shall not have regard to the penal rate applicable to individuals.

15.715.6 Casual employees undertake assigned duties on an as required basis. Clauses 14.5 to 14.8 do not apply. Availability for employment is on any day subject to:

- (a) A casual employee will be advised by at least 1200 hours on the day preceding any assigned work. At the employee's option they can accept work with less notice, provided they can meet the fitness requirements. Notice, including advice of the work to be done, is given to the employee via the telephone number they have nominated, or at the workplace if they are on duty;

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- (b) Where an employee is unable to report for duty at the agreed time because of sickness, family bereavement or other such unforeseen circumstances you are to advise the Manager as soon as reasonably possible so that alternative arrangements can be made;
- (c) To assist with planning the work of employees, the employee is to advise as early as possible of any periods that they will be unavailable to accept work, preferably at least two weeks prior to the fortnight concerned.
- (d) The hours and days of work are advised by the Employer. Subject to consultation with the employee, these can be changed or extended beyond those anticipated if this is necessary to complete the work. Alternatively, the expected duty period can be reduced.

15.815.7 **Rest Period**

Call backs tend to alter the sleep pattern and are likely to affect an employee's safe and effective performance during the next work period. The Manager may give an employee paid time off. In any event:

- (a) If there are fewer than 10 continuous hours off between work periods, the Manager will allow an employee time off to make up the 10 hours without deduction of pay; or
- (b) If there is a call back which breaks the period between 2300 and 0530 hours the Manager will allow the employee equivalent time off from the work period due to commence that morning.

16. PUBLIC HOLIDAYS

16.1 The recognised public holidays are:

- (a) Christmas Day
- (b) Boxing Day
- (c) New Years Day
- (d) The second day of January (or some other day in its place)
- (e) Waitangi Day
- (f) Good Friday
- (g) Easter Monday
- (h) Anzac Day
- (i) The anniversary of the reigning Sovereign

- (j) Matariki
- (k) Labour Day
- (l) Anniversary Day of the Province (or some other day in its place)

16.2 Where Christmas Day, Boxing Day, or 1 or 2 January falls on a Saturday or Sunday, and an employee does not normally work on a Saturday or Sunday, the holiday will be observed on the following Monday or Tuesday. Where these public holidays fall on a Saturday or Sunday, and an employee normally works on a Saturday or Sunday, the holidays will be observed on the days that they fall.

16.3 If an employee is off work because of the public holiday the employee is paid their normal hours at their Relevant Daily Pay.

16.4 It is recognised that the Employer operates a year round business and in some divisions operates a 24/7 roster operation. As such an employee may be requested to work on a public holiday if they are rostered to work on that day. If an employee works on a public holiday:

- (a) they will receive double their Relevant Daily Pay rate (excluding penalty rates) for each hour worked (except for employees on a salary option under clause 2.7, and casual employees who will be paid time and a half of their Relevant Daily Pay rate (excluding penalty rates) for the hours worked and hours on standby on the public holiday).
- (b) Penalty rates expressed in clause 15.2 will not contribute to Relevant Daily Pay rate. The parties agree that this provision is more beneficial to the employee than those set out in the *Holidays Act 2003*; and
- (c) if that day would otherwise be a working day, the employee will be granted an alternative day off on pay calculated at their Relevant Daily Pay. The alternative day is to be taken on a day that is agreed between the employee and the Employer. If agreement cannot be reached within 12 months of the entitlement having arisen, the alternative day is to be taken at a time determined by the employee, taking into account the Employer's view as to when it is convenient for the employee to take the alternative day off and with 14 days notice.

16.5 If an employee works on a public holiday that falls on a week day that is not their normal working day they will be granted an alternative day of paid leave. In addition, if a public holiday falls on a week day that is not an employee's normal working day, and they do not work on that day, they will still be granted an alternative day of paid leave. This provision does not apply to part time employees or casual employees.

16.6 If an employee is called back or called into work on a public holiday, the employee will be paid for the hours worked at the applicable public holiday rate

and will be paid for the balance of the day (up to a total of 8 hours) at ordinary rates. An alternative day of paid leave will be provided for those instances when one has not already been accrued.

17. ANNUAL LEAVE

17.1 At the end of each year of employment an employee is entitled to four (4) weeks annual leave.

17.2 Any leave entitlement above four (4) weeks (i.e. a shift worker) may be taken in cash with the Manager's approval. An employee must take a day's annual leave for each day cashed out.

17.3 If an employee is a shift worker as defined in clause 4.1, they will be entitled to an additional week's annual leave; prorated if the employee is on shift work for less than a year.

17.4 Taking annual leave

- (a) Employees need to take a break from work on a regular basis to relax and to refresh. For this reason the Employer requires that leave is taken within twelve months of falling due.
- (b) Requests for leave should be recorded in writing.
- (c) Holiday preferences should be discussed with the Manager so that as far as practicable the employee's requests can be accommodated.
- (d) To assist with work planning and rostering please give as much notice as possible. It is preferable that leave requirements are known before the work plan or roster is prepared.
- (e) The manager will promptly let an employee know whether their leave requests can be met so that they can finalise their own arrangements.
- (f) The Employer has the responsibility for setting leave schedules and where agreement cannot be reached, the employee will be given you as much notice as possible, but in any case, not less than fourteen (14) days notice of the requirement to take annual leave will be given.

17.5 Annual leave in advance

- (a) In some circumstances an employee may take annual leave in advance of their entitlement coming due. Such request is to be made to the Manager in writing and is subject to the approval of the Manager.

17.6 How annual leave is Paid

- (a) Annual leave for a full pay fortnight is counted as ten (10) days annual leave. Annual leave is otherwise deducted on the basis of one day for each 8 hours absence, rounded to the nearest half day. There is no leave deducted, or paid, for absence on rostered extra work periods or other overtime. Part time employees are treated on a pro rata basis.
- (b) Annual leave will be paid for in accordance with the *Holidays Act 2003*; provided that leave carried forward from previous years will be paid at the higher of the employee's average weekly earnings or the employee's ordinary weekly pay at the time they take leave.
- (c) The timing of payment for annual leave for periods in excess of five (5) days may be determined by the employee at the time they take annual leave. Otherwise the employee shall receive payment for the leave in their normal pay cycle.
- (d) Any discretionary bonus payments made by the Employer are excluded from the average earnings calculation.

17.7 Annual Close Down

- (a) Where all or part of an operation is closed down (e.g. Christmas - January) this may be for up to three (3) weeks (plus public holidays during the close down) per year.
- (b) If an employee is affected they will be given at least one month's notice of the close down. If an employee has insufficient accrued annual leave they will be placed on unpaid leave, subject first to the Employer making every effort to find alternative work for the employee during the close down period.
- (c) The employee may retain up to five (5) days per year of leave to be taken at some other time during the year.

18. PARENTAL LEAVE

18.1 Parental Leave will be granted in accordance with the provisions of the *Parental Leave and Employment Protection Act 1987* (Parental Leave Act) and its amendments.

Note: The Parental Leave Act provides that leave may be taken, subject to certain procedures, by both women and men on the occasion of the birth or adoption of a child. The period of leave (paid and unpaid as per the Parental Leave Act) may be up to a maximum of fifty-two (52) weeks.

18.2 The Parental Leave Act requires that certain notice procedures must be observed and employees must give notice to the employer at least one month

before the expected date of birth. (Different periods of notice apply in the case of adoption).

- 18.3 Subject to the criteria set out in the Parental Leave Act, an employee's job will be kept open for them. Full details on those criteria and other information will be provided when an employee applies for leave.
- 18.4 If an employee takes Maternity Leave they will be paid a grant equal to the period of Maternity Leave, up to six (6) weeks. This grant is payable six (6) months after returning to work.
- 18.5 If an employee resigns to care for pre-school children they will be given favourable consideration for any vacancy, subject to the employee having the skills required to fill the vacancy. An employee should give at least three (3) months notice that re-employment is being sought. The absence from employment does not count as continuous service but will not break continuity. This provision applies for a maximum of five (5) years inclusive of any Parental Leave previously granted.

19. LONG SERVICE LEAVE

- 19.1 An employee will be entitled to one period of four (4) weeks or two periods of two (2) weeks long service leave after the completion of twenty (20) year's service.
- 19.2 Long service leave is to be taken at a mutually convenient time, but in any event during the five years following the date of entitlement.
- 19.3 Pay while on long service leave is calculated the same way as annual leave.

20. SICK LEAVE

- 20.1 The Employer will provide leave on pay when an employee needs to be absent due to an illness, or if someone who depends on the employee for care is sick or injured.
- 20.2 Sick Leave entitlement
 - (a) The sick leave entitlement is 10 days per year, and payment shall be calculated on the basis of the employee's Relevant Daily Pay. The parties agree that this provision is in accordance with the provisions of the *Holidays Act 2003*.
 - (b) Unused leave is accumulated from year to year.
 - (c) If an employee's sick leave entitlement is exhausted the employee and their Manager may agree to additional paid sick leave. Favourable

consideration will be given in cases of serious illness or fatigue/ stress that could affect safety.

- (d) -If an employee has exhausted their sick leave entitlement, the Employer will consider the use of annual leave where there is an annual leave balance of greater than ten (10) days, on a case-by-case basis, and subject to providing supporting evidence of their special circumstances.

20.3 Notification and Evidence

- (a) To ensure the smooth running of the business, an employee is to advise their Manager personally by phone (or text their Manager to phone them) as early as possible on the first day of absence because of illness. Employees are to keep their Manager updated as to when they will be returning to work.
- (b) Employees will need to provide a medical certificate from their doctor for an illness/ domestic leave involving an absence of more than 3 days.
- (c) In some circumstances (e.g. where there is a pattern of frequent short illnesses or repeated absenteeism) an employee may also be expected to provide a certificate for an absence of up to three (3) days. Where such request is made by the Employer, it will be in accordance with section 68, subsection (1A) of the *Holidays Act 2003*, where the Employer is to inform the employees as early as possible that the proof is required and agrees to meet the employee's reasonable expenses in obtaining the proof.

20.4 Where an employee's absence is due to a work accident the employee's accident compensation pay will be supplemented to the sick leave rate without debit to your sick leave entitlement.

20.5 Where the absence is due to a non-work accident and the employee has a sick leave entitlement the accident compensation pay will be supplemented to the sick leave rate and debited on a proportionate basis to your sick leave entitlement.

20.6 Sick leave payments are debited to the employee's entitlement on the same basis as annual leave except that any absence of less than four (4) hours in a week for reasons connected with sickness or for dental or optical appointments shall be paid as sick leave but shall not be deducted from the employee's sick leave entitlement.

20.7 To obtain an assessment of the employee's health or obtain an opinion about when an employee will be able to return to work the Employer may, at its expense, require the employee to undergo a medical examination by a doctor nominated by the Employer after consultation with the employee.

20.8 An employee's sick leave entitlements are in substitution for and not in addition to the Sick Leave provisions of the *Holidays Act 2003*.

20.9 Medical Assessment

- (a) If an employee is in a position which has been identified, after consultation with the national office of the Union, as being a safety critical occupation, the employee may be required to undergo a medical examination by a doctor nominated by the Employer after consultation with the employee.
- (b) The medical examination will be at the Employer's cost.
- (c) The medical examination is to assess the employee's fitness to work in their occupation and will be at intervals set after consultation with the national office of the Union.
- (d) The Union and the Employer will work collectively to review the process for managing medical reviews.

21. BEREAVEMENT I TANGIHANGA LEAVE

- 21.1 Leave is also provided to the greatest extent practicable to allow grieving associated with bereavement, Tangihanga or to pay respects on the death of a close relative.
- 21.2 If an employee needs to discharge obligations and or pay respects to a deceased person with whom they have had a close relationship or association, appropriate leave will also be favourably considered.
- 21.3 Such obligations may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihanga or its equivalent.
- 21.4 Such leave will normally be on pay but in some cases the leave, or part of it, may be without pay.
- 21.5 The entitlement to paid bereavement leave is a minimum of three (3) days for the death of an immediate family member. Employees may also be entitled to one (1) days paid bereavement leave on the death of other persons, depending on a range of factors including the closeness of the employees association with the deceased.
- 21.6 These provisions are in accordance with the *Holidays Act 2003*. Paid leave shall be calculated on the basis of the employee's Relevant Daily Pay.
- 21.7 An employee is to advise their Manager personally by phone (or text their Manager to phone them) as early as possible on the first day of absence because of bereavement.

22. HEALTH AND SAFETY

- 22.1 The parties to this Agreement are committed to achieving excellence in health and safety management in the workplace.
- 22.2 To achieve this common goal of zero workplace accidents and illnesses the parties commit to work together in a spirit of good faith.
- 22.3 As a minimum standard, the parties agree to comply with the *Health and Safety at Work Act 2015* and all regulations and codes of practice and guidelines made pursuant to this Act (and any subsequent amendments) as well as any other legislation relevant to health and safety in the workplace.
- 22.4 The parties accept that the promotion of good health and safety practice is preferable to dealing with accidents and illnesses.
- 22.5 Rehabilitation
- (a) The parties accept that agreed and sustainable rehabilitation is important in ensuring any injured person returns to work.
 - (b) To achieve this, the Employer and the Union jointly promote a program to assist employees in returning to work following any accident or illness, whether work related or otherwise.
 - (c) While all work and non-work injuries are managed by ACC, the Employer still has a role to play in supporting employees and their recovery.
 - (d) The Employer supports keeping our people within the business when recovering from injuries and have a variety of suitable work and graduated return to work options available to aid a safe and timely recovery.
 - (e) Workplace rehabilitation support will be led by the Manager under the advice of the medical practitioner, with additional support from the ACC claim manager and the Health and Safety Team as required.
- 22.6 The Employer and Employee obligations are:
- (a) Employer Obligations
 - The Employer's Primary Duty is to ensure, so far as is reasonably practicable, the health and safety of workers, other workers we directly influence and other people.
 - Provide and maintain:
 - A workplace without risk to health and safety.
 - Safe plant and structures.
 - Safe systems of work.
 - Adequate welfare facilities.

- Safe use, handling and storage of plant substances and structures.
- Information, training, instruction or supervision.
- Investigate and review any health and safety issues that are brought to its attention.
- Share applicable information with employees relating to health and safety performance, incidents, hazards and risks.
- Ensure the business maintains a consultative approach with its employees on applicable matters do with health and safety.
- Ensure that any accident receives the appropriate level of investigation.
- Ensure all health and safety representatives receive appropriate training and time to perform their duties.

(b) Employee Obligations

- Take reasonable care of your own health and safety and take reasonable care that others are not harmed by something you do or don't do.
- Bullying, Harassment, or intimidation of other employees is not acceptable in any circumstance. Any instances of this must be reported for investigation.
- Follow any reasonable health and safety instructions as far as you are reasonably able to.
- Only operate equipment you are trained and competent to use.
- Be familiar with emergency procedures and equipment.
- Participate in ACC injury management process if and as required.
- Ensure you wear the correct personal protective equipment and it is fitted correctly.
- Present fit for work at all times.
- Refer to a Standard Operating Procedure prior to undertaking a task that you are unsure of.
- If in doubt, or circumstances change with the activity you are undertaking – STOP and ESCALATE
- Communicate health and safety issues.

23. DRUGS AND MEDICATION

23.1 Employees should advise their Manager of any drugs or medication they are taking which are likely to affect their ability to work safely.

23.2 In some situations the Employer may require an employee to undergo non-intrusive drug and alcohol tests (e.g. breath or urine tests) in accordance with the Team Global Express Drugs and Alcohol Policy and Standard.

23.3 The situations in which testing may occur are:

- (a) where you are promoted or transferred to a safety critical position.
- (b) where you have been involved in a specific incident in which your supervisor/manager has reason to believe your actions may have caused the incident.
- (c) where your manager has reasonable suspicion, you have been or are about to work under the influence of alcohol or drugs, to the degree that your safety or the safety of others may be affected.
- (d) Random Testing

23.4 In deciding whether to conduct a test and on any course of action following a positive test result the employer will have regard where appropriate to its Employee Assistance Programme.

23.5 Where a positive reading is returned, a review shall be conducted before any decision is made.

24. ENDING EMPLOYMENT

24.1 Resignation

- (a) An employee must give a minimum of two weeks' notice of resignation of employment or two weeks wages may not be paid in lieu of such notice.
- (b) An employee can agree with the Employer for a lesser period of notice should the employee resign.
- (c) In certain circumstances the Employer may elect to pay your notice in lieu.

24.2 Dismissal

- (a) The Employer must give an employee two weeks' notice of dismissal or two weeks wages will be paid in lieu of such notice.
- (b) The Employer may dismiss an employee, without notice, for serious misconduct. A lesser penalty may be proposed as an alternative to dismissal.

24.3 Termination for Incapacity

- (a) An employee's employment may be terminated by the Employer by giving such notice as is appropriate in the circumstances, if, in the view of the Employer, an employee is incapable of the proper performance of their duties as a result of your medical condition.

- (b) Before the Employer takes any termination action relating to an employee's incapacity, the employee will undergo a medical examination by a registered medical practitioner (determined after consultation with the employee) nominated by the Employer and at the expense of the Employer.
- (c) The employer will take into account any resulting report or advice from its own and/or the employee's medical practitioner before making a termination decision.
- (d) For employees employed before 1 July 2012, if their employment is terminated for incapacity they will be paid:

Service	Lump sum payment
Under 10 years	131 days' pay
10 years and over	261 days' pay

- (i) Remaining sick leave entitlement will be added to the lump sum payment. Retirement leave is not payable.
- (e) For new employees who are employed after 1 July 2012, who are not entitled to the incapacity provisions in clause 24.3(d), the Employer will provide alternative duties and or retrain employees where appropriate, if an employee becomes medically incapacitated and cannot perform their current role.

24.4 Certificate of Service

On termination of employment an employee will be provided with a certificate of service stating the positions they held and their length of service. The Employer may also provide a personal reference.

24.5 Retirement

- (a) Employees employed prior to 1 February 1999
 - (i) If an employee has reached the age of eligibility for the guaranteed retirement income, the employee will be eligible for retirement leave under Schedule 2 - Retirement Leave.
 - (ii) Except where a previous employment agreement applicable to the employee provided for a retirement payment based on service and being aged 50-65 on retirement, the employee will be paid in accordance with the retirement leave schedule of that agreement.

- (iii) An employee may submit a request to retire earlier than the age of eligibility for the guaranteed retirement income. Such request should be made to the Employer which may at its discretion consider such a request on a case-by-case basis. Such requests should be provided with 6 months' notice.

24.6 Abandonment of Employment

- (a) It is a requirement of this Agreement that employees must use their best endeavours to notify their Manager of any absences and maintain regular contact throughout any period of absence.
- (b) Non-agreed and non-notified absences from work for more than five working days without reasonable explanation is considered to be abandonment of employment and may result in termination.
- (c) An employee who is unable to notify the Employer of absence due to unforeseen hospitalisation or similar circumstance shall be given the opportunity to be reinstated.

24.7 Debts

If an employee has proven debts to the Employer, the amount will be deducted from their wages on termination.

24.8 Redeployment and Redundancy

- (a) A 'redundancy' means a situation where an employee's employment is terminated by the Employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the Employer, and no alternatives to termination (including those set out in Schedule 3 - Redeployment and Redundancy are available. The provisions of Schedule 3 - Redundancy and Redeployment shall apply in the event of redundancy or redeployment.
- (b) It is not a redundancy if there is simply a change in the ownership of the shares of the Employer.
- (c) Where the Employer is proposing to restructure its business or part of its business as defined in section ~~69L-69OI~~ of the *Employment Relations Act 2000*, the Employer shall negotiate with the person who undertakes or proposes to undertake the Employer's business (or part of it), or to whom the Employer's business (or part of it) is, or is to be, sold or transferred (the 'new employer') about whether affected employees will transfer to the new employer, and their conditions of employment. The Employer shall consult with the Union in respect of these discussions.

(d) During any negotiations, the Employer will encourage the new employer to offer employment to employees covered by this Agreement whose employment may be terminated as a result of the restructuring, on the same or no less favourable terms and conditions of employment, and to treat service as continuous for each employee. The Employer shall consult with the Union in respect of these discussions.

(e) An employee whose employment with the Employer is to be terminated by reason of a redundancy arising from a restructuring as defined in the preceding clauses 24.8(a) or 24.8(c) shall be entitled to redundancy compensation from the Employer, unless:

(i) the employee is offered employment with the Employer or new employer in the same or substantially similar capacity as that in which the employee was employed by the Employer, or in a capacity that the employee is willing to accept; and

(ii) the employee is offered employment with the Employer or new employer on terms and conditions that are the same or no less favourable than the employee's existing terms and conditions with the Employer, including in relation to any service-related conditions, conditions relating to redundancy, and conditions relating to superannuation benefits; and

(iii) the Employer or new employer has agreed to treat the employee's service as continuous with the new employer.

~~(e) The employee shall, where they are offered employment with the new employer that complies with clause 24.8(i) and (ii), have a choice as to whether to accept employment with the new employer. If the employee declines the offer of employment with the new employer, then the Employer shall explore alternatives to dismissal (including redeployment and/or relocation under Schedule 3 - Redeployment and Redundancy). In these circumstances the Employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment. An employee whose position of employment is to be terminated by reason of a redundancy arising from a reconstruction or a restructuring as defined in the preceding clause 24.8(a) shall be entitled to redundancy compensation from the Employer, unless:~~

~~(i) the employee is offered employment with the new employer on terms and conditions that are the same or more favourable than the employee's existing terms and conditions with the Employer; and~~

~~(ii) the new employer has agreed to treat service as continuous for the employee.~~

- ~~(e) The employee shall, where they are offered employment with the new employer that complies with clause 24.8(d)(i) and (d)(ii), have a choice as to whether to transfer to the new employer. If the employee declines to transfer to the new employer, then the Employer shall explore alternatives to dismissal (including redeployment and/or relocation under Schedule 3—Redeployment and Redundancy). In these circumstances the Employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.~~
- ~~(f) No redundancy compensation shall be payable where the Employer ceases to provide services to any third party, and:~~
- ~~(i) the employee is offered employment with the new service provider on terms and conditions that are the same or more favourable than the employee's existing terms and conditions with the Employer; and~~
- ~~(iii)(iv) the new service provider has agreed to treat service as continuous for the employee.~~

25. OTHER CONTRACTUAL MATTERS

25.1 The parties agree that this Agreement and the Schedules contain all the terms which are intended to be legally binding between them, except for those terms which are implied into all employment agreements by common law and statute and to the extent that those terms are not inconsistent with this Agreement. For the avoidance of doubt, employee's of the Employer are covered by this Agreement and those Schedules applying to the Employer.

25.2 Change during currency of Agreement

- (a) The parties agree that the terms of this Agreement may be changed during its currency by agreement between the Employer, the Union and the employee(s) who will be directly affected by the proposed change.
- (b) The procedure by which changes will be made will be as follows:
- (i) the party seeking change will tell the other parties who will be affected by the change of their proposal for change.
- (ii) the proposed change/s shall be put in writing and a reasonable period of time will be allowed before starting any negotiations.
- (iii) proposed change/s will not be implemented unless at least 70% of the employees directly affected agree to the change/s.
- (iv) once agreed, the change/s will be put in writing and signed by the parties and shall apply from the agreed date.

- (v) should an employee be affected by proposed change/s they will be entitled to involve the Union in any negotiations.

25.3 Indemnity

- (a) Employees will be indemnified by the Employer against any reasonable costs incurred by the employee in defending any proceedings, whether civil or criminal, brought by a third party where such proceedings arose out of acts or omissions during the normal and ordinary course of employment. This indemnity is subject to the following qualifications:
 - (i) the employee must not have been dismissed as a consequence of the act or omission giving rise to the proceedings, and
 - (ii) The Employer has the discretion to decide whether to extend the indemnity to cover the costs of any appeal against judgement or conviction.
- (b) The indemnity does not apply to the payment of traffic offence notices, parking or similar offences.

25.4 Benefits and Assistance

Employees are entitled to have access to the range of benefits and assistance set out below, which form a part of this Agreement.

The following range of benefits and assistance will be available for employees:

- (a) Employee Assistance Programme
- (b) NZR Staff Welfare Trust

25.5 Suspension

The Employer may suspend an employee from their duties, on pay, where necessary and appropriate, while it investigates any allegation of misconduct, or incident affecting safety in which the employee appears to be involved.

25.6 Death & disablement

- (a) The Employer will arrange insurance cover to provide lump sum benefit payments of \$100,000 on the death of employees (and scaled payments in the event of permanent disability) resulting from at work accidents.
- (b) The premiums on this policy are to be paid by the Employer and the Employer receives the benefit payments, but agrees to forward all benefit payments received under the policy to the injured employee or in the case of the death of the employee to the employee's estate.

25.7 NZ National Networks Limited and the RMTU agree that the arrangements agreed to and outlined in the Memorandum of Understanding between Toll (NZ) Limited and the RMTU dated 29 June 2010 form part of this employment agreement and will continue for the term of this agreement.

26. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

26.1 The parties to this Agreement are committed to the speedy resolution of employment relationship problems.

26.2 This clause sets out the services available for the resolution of employment relationship problems. An "employment relationship problem" includes a personal grievance, a dispute (about the interpretation, application, or operation of an employment agreement) and any other problem relating to or arising out of an employment relationship.

26.3 Tell a Manager first

(a) If an employee has a problem in their employment, then they must let their Manager know immediately, so it can be resolved promptly and fairly. If the matter remains unresolved or if the employee considers their Manager is the cause of the problem they can go to a more senior Manager.

(b) For Personal Grievances there is a time limit on when you have to do this.

26.4 Mediation Services

(a) If the employee is not satisfied with the Employer's response, then they can contact the Employment Relations Service Te Ratonga Hononga Taimahi for free mediation assistance. The mediator will try to help the parties resolve the problem, but will not make a decision about what should be done to resolve the problem unless the employee and the Employer agree to this.

(b) If the problem referred to the Employment Relations Services is a dispute about the interpretation, application or operation of this Agreement, the employee must ensure that the Union is given notice of the dispute.

26.5 Employment Relations Authority (Authority)

(a) If the problem is still not resolved, then the employee can apply to the Authority for assistance. The Authority member will investigate the problem, and will make a decision. This decision can be appealed to the Employment Court and then to the Court of Appeal.

26.6 Representation

- (a) At any stage, an employee is entitled to have the Union or other representative working on their behalf to try to resolve the problem. The Employer can also choose to have a representative working on its behalf.

26.7 Personal Grievances

- (a) If the employee has grounds for raising a personal grievance with the Employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress), then the employee must do so within 90 days of the action occurring, or the grievance coming to their notice. Otherwise, the claim may be out of time.
- (b) If the employee raises their grievance out of time, the Employer can consent to accept the late grievance or to reject it. If the Employer rejects it, the employee can ask the Authority to grant them leave to raise the grievance out of time.
- (c) If the employee has been dismissed they may within sixty (60) days after the dismissal request the Employer to provide a statement in writing of the reasons for the dismissal. The Employer must give the statement within fourteen (14) days after being asked.
- (d) If the personal grievance is not resolved and it is based on a claim of discrimination or sexual or racial harassment the employee can choose to either pursue a personal grievance to the Authority or complain under the *Human Rights Act 1993*. But both procedures cannot be used for the same complaint.

27. SIGNATORY CLAUSE

SIGNED for and on behalf of NZ National Networks Limited

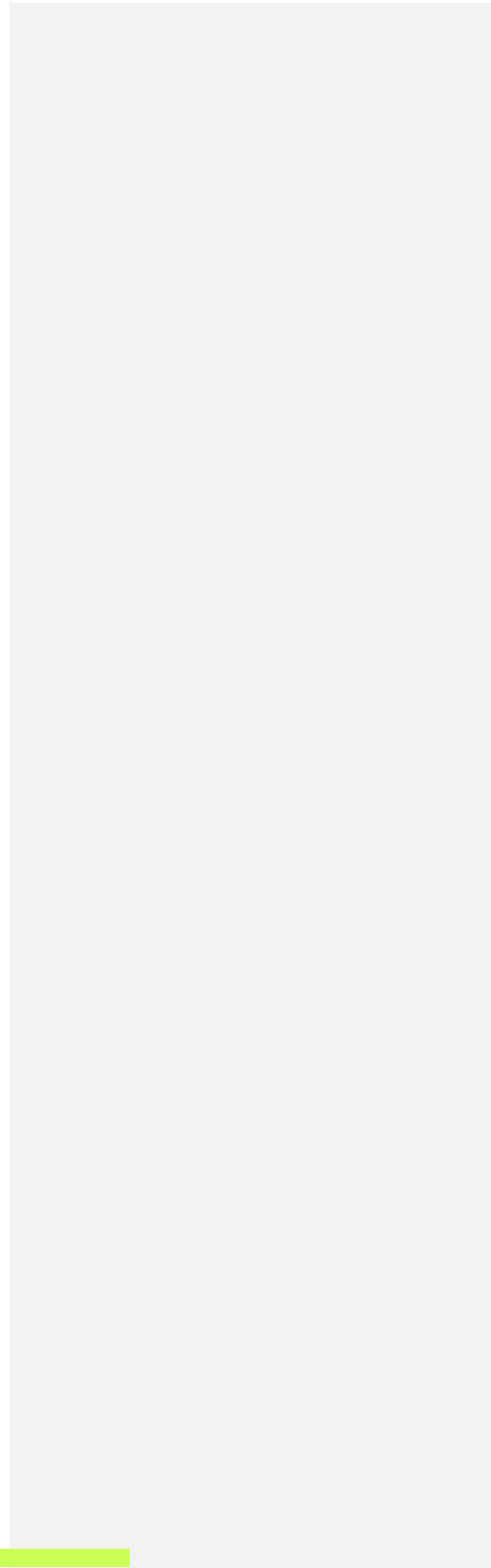
.....
Representative
Name (please print)

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Representative
Signature

SIGNED for and on behalf of RTU

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Representative
Name (please print)

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Representative
Signature



SCHEDULE 1: PAY AND ALLOWANCES

1.1 Introduction

- (a) The parties to this Agreement recognise that one of the important ways we can meet our customers changing needs in an efficient and productive way is to work as teams. This requires flexibility and a willingness to learn new skills and take on new tasks.
- (b) The parties also recognise the mutual benefits that come from this. Employees will have a chance to learn new skills, to develop alternative career paths and have access to higher gains in terms of earning opportunities. The employer gains in its ability to meet its customers' needs more efficiently.
- (c) Employees will be provided with a generic job description covering the work undertaken in their position. Employee's duties may be changed by adding or deleting tasks and in such cases employees will be consulted before the changes are made.
- (d) The Employer will, in consultation with its employees and the Union develop a competency based certification process that will recognise the attainment of new skills.

1.2 Higher Duties

- (a) Employees who are required by the Employer to perform a role which is of a higher classification than their primary role (higher duties) will be paid the hourly rate for the higher classification for each hour so required to be worked.
- (b) This requirement, of the Employer for an employee to perform higher duties is to be recorded in writing and confirmation provided to Payroll to enable payment to be made.
- (c) Continuous periods of higher duties exceeding three (3) months will be reviewed and any continuation will be subject to further agreement between the employee and the Manager. The employee may have Union representation.

1.3 Advancement through Grades

- (a) Advancement through to Grade 2 & Grade 1 will be as per the assessment criteria in the progression sheets. The Employer will consult on any material change of the assessment criteria.
- (b) The criteria sheet must be completed and signed off by the employee, supervisor, Branch Manager and processed for sign off.
- (c) A minimum twelve (12) months service at Freight Operator level is required to be considered for assessment to Freight Operator Grade 2

- (d) A minimum twelve (12) months service at Freight Operator Grade 2 is required to be considered for assessment to Freight Operator Grade 1.
- (e) Below are the pay scales for positions covered by this Agreement.

1.4 Minimum Rates

- (a) Clerical, Administrative, Team Leaders, Supervisory, Professional And Technical Employees

Clerical, and administrative, team leaders, supervisory, professional and technical employees not otherwise listed in subsequent pay scales are paid on the following scale. The below hourly rates are effective from the first full pay period on after 1 ~~July~~ ~~October~~ ~~July 2023~~ July 2024.

Level	Pay code	\$ per hour
		From 1 July October July 2023 <u>July 2024</u>
15	44220	\$38.94 \$37.26
14	44210	\$37.75 \$36.12
13	44200	\$36.55 \$34.98
12	44190	\$35.38 \$33.86
11	44180	\$34.31 \$32.83
10	44170	\$33.25 \$31.82
9	44160	\$32.19 \$30.80
8	44150	\$31.17 \$29.83
7	44140	\$30.21 \$28.91
6	44130	\$29.25 \$27.99
5	44120	\$28.35 \$27.13
4	44110	\$26.40 \$25.26
3	44100	\$26.58 \$25.44
2	44090	\$25.76 \$24.65
1	44080	\$25.27 \$24.18

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Unless otherwise agreed the range of levels for employees paid on this scale is the range that was previously advised to the employee on appointment to the position.

- (b) Freight Forwarding

Employees in Freight Forwarding, other than employees paid under the pay scale referenced in clause 1.4(a) of Schedule 1 are paid on the following scale.

The below hourly rates are effective from the first full pay period on after 1 ~~July~~
October 2023~~2024~~.

Position	Paycode	\$ per hour
		From 1 July <u>October</u> July <u>2023</u> 2024
Team Leader	47110	\$33.59 <u>\$32.14</u>
Freight Operator Grade 1	47090	\$27.87 <u>\$26.67</u>
Freight Operator Grade 2	47060	\$25.86 <u>\$24.75</u>
Freight Operator	47030	\$25.33 <u>\$24.24</u>
Truck Driver	47080	\$25.32 <u>\$24.23</u>

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1.5 Allowances

(a) Tea and Coffee

Tea and Coffee is provided at all Employer sites.

(b) Safety Footwear

Where the work of employees requires safety footwear with safety toe caps approved by the New Zealand Standards Association, the Employer will in the first instance:

- (i) provide employees with the footwear; or if unable to do this
- (ii) reimburse employees up to a maximum \$231.30 (or such greater amount as the Employer may agree to having regard to durability and suitability).

(c) Transport

If employees work between ~~2000-2200~~ and ~~0600-0500~~ hours and live more than 2km away from work ~~\$6.80~~\$7.11 (from 1 July 2021) will be paid for the work period (code GTRP).

(d) Laundry

Employees who are provided with protective clothing (overalls or similar) who launder it are paid an allowance of ~~\$7.29~~\$7.62 per fortnight (code GLDH).

(e) Relocation Allowance

If an employee's work is relocated (without requiring a household removal) and employees need to travel additional distance to work, employees are paid the following one off payment:

Additional distance	As of 1 July 2020
2 km or less	\$0.00
Over 2, up to 4km	\$572.66
Over 4, up to 6km	\$824.62
Over 6, up to 8 km	\$1,120.90
Over 8, up to 10 km	\$1,377.46
Over 10, up to 12 km	\$1,670.63
Over 12, up to 14 km	\$1,931.41
Over 14, up to 16 km	\$2,200.52
Over 16 km	\$2,350.19

(f) First Aid

An employee who holds a current First Aid certificate and who is designated by the Employer to be the First Aid Attendant for more than twenty-five (25) industry employees or contractors is paid an allowance of ~~\$0.340.36~~ per hour (code GFAD).

(g) On-the-Job Training Allowance

- (i) An On-the-Job Training Allowance of ~~\$3.77-3.94~~ per hour will be paid to employees who agree to engage in the On-the-Job Training Supervision of employees engaged in safety critical positions by the Employer.
- (ii) While the parties acknowledge that the On-the-Job Training Supervision of employees is voluntary, the payment of the allowance offered, fairly recognises the additional responsibility and effort required of the employee, and as such an individual's agreement to supervise On-the-Job Training will not be unreasonably withheld.

SCHEDULE 2: RETIREMENT LEAVE

2.1 In accordance with clause 24.5(a) of the Agreement, employees who retire at the specified age or who retire earlier than the specified age with the consent of the Employer shall be entitled to paid retiring leave on the following scale:

Years	And months of service Leave (working days)					
	0	2	4	6	8	10
Under 10	0	0	0	0	0	0
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-24	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40& over	131					

SCHEDULE 3: REDEPLOYMENT AND REDUNDANCY

3.1 Consultation

Where the Employer identifies a position as being redundant (or will become redundant) the Employer will advise employees affected and the Union and allow the opportunity for negotiation in accordance with agreed procedures.

3.2 Selection for Redundancy

- (a) The Employer has the right to determine the criteria by which employees are made redundant but will in every case consider volunteers before effecting redundancy.
- (b) In determining the criteria for effecting redundancy (after considering volunteers) the Employer will identify and assess employees in the same or equivalent position as the first priority.

3.3 Alternative employment

- (a) If an employee is in a position which is or will be declared redundant, the Employer will endeavour to place the employee in alternative employment, and/or retrain the employee where appropriate.
- (b) Alternative employment (or a training opportunity) is defined as suitable if it does not require the employee to move their household; or to accept a lower rate of pay; or to perform substantially different duties on a permanent basis; and it is within the employee's skills and ability.
- (c) Job offers under this provision shall be in writing and shall include information on the location, pay rate and principal duties of the job.
- (d) Where the Employer is unable to offer alternative employment it will offer redeployment and/or relocation. However, in the case of the redundancy arising from outsourcing, contracting out or sale of any part of the Employer's business, it is recognised the Employer may not be able to make an offer of alternative employment, redeployment or relocation but will use its best endeavours to make such an offer.

3.4 Redundancy

- (a) Where the Employer is unable to offer an employee alternative employment, or the employee does not accept an offer of redeployment and/or relocation, the employee (and the Union) will be given four (4) weeks notice of redundancy or four (4) weeks wages will be paid in lieu of such notice. The time to consider an offer of redeployment and/or relocation will be concurrent with the notice of redundancy given under this provision.

- (b) If during the notice period the employee requires time off work for job search purposes, this will be given favourable consideration. If the employee finds a job during the notice period the Employer will make every endeavour to allow the employee to take up the job without forfeiting their entitlement to redundancy payment.
- (c) If the employee applies for a vacancy within three years after being made redundant they will be given preference over external candidates (subject to the skills needed to fill the vacancy).

3.5 Relocation

- (a) If an employee receives an offer which requires a change of residence the employee will be given four (4) weeks to decide upon the offer.
- (b) If the employee accepts an offer of redeployment to another location the Employer's standard transfer provisions, or relocation benefits of this Agreement, will apply. If the employee needs to sell and buy a house as a result they will also be paid a grant of \$1,863.00.

3.6 Redeployment

- (a) If an employee accepts an offer of redeployment which involves a reduction in pay rate they will receive either:
 - (i) a payment calculated as the difference between the former and new hourly pay rate multiplied by 6240 (subject to the payment not exceeding a redundancy payment, and pro-rated in the case of part time employees); or
 - (ii) maintenance of their former hourly pay rate for up to three years (the penalty, overtime and statutory holiday provisions of the former job apply during this period).
- (b) If, by mutual agreement over which of these options will apply cannot be reached, the offer of redeployment is deemed not to be accepted.
- (c) For any redeployment offer not involving a change of residence employees will be given two (2) weeks to decide upon the offer.

3.7 Redundancy Payment

- (a) For all employees, if they were last engaged by the Employer and its predecessors before 6 April 1990 they are entitled to payment under Scale 1 (but a minimum of Scale 2 applies). If the employee was engaged after 06 April 1990, Scale 2 applies.
- (b) A "day's pay" is eight (8) hours at the employee's hourly rate in Schedule 1 – Pay and Allowances, clause 1.4 as at the employees last day at work; pro-rated for part time employees.
- (c) The redundancy payment will not be greater than the days the employee would have received in their remaining service to retirement or the expiry

of a fixed term contract. This computation is made at the day of the expiry of notice and counts ten (10) days per fortnight

- (d) Any resigning leave, retiring leave or release leave previously paid is offset.
- (e) Service means: All service with the Employer up to the last day at work and any other recognised service.
- (f) Service does not include:
 - (i) Service that has been taken into account for a severance or redundancy payment made under earlier arrangements since 1984
 - (ii) Any continuous period of leave without pay over 3 months.
- (g) Part time service is adjusted on a pro rata basis.
- (h) Service under Scale 1 means:
 - (i) If an employee was engaged before 10 November 1987 your service will mean all service with the Employer and its predecessors.
 - (ii) Service for such employees also includes employment in the State Services, Armed Forces and overseas railways up to 10 November 1987 (provided that service has not previously been recognised for a redundancy payment).
 - (iii) If you were engaged between 10 November 1987 and 6 April 1990, your service will mean all continuous service from your engagement date.
 - (iv) Service also includes service with the New Zealand Railways Corporation up to 28 October 1990.

3.8 Scale (employees engaged before 6 April 1990)

Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
(Number of Days Pay)												
0	75	75	75	75	75	75	75	87	88	90	92	93
1	95	96	98	99	100	101	103	104	105	106	108	109
2	110	111	113	114	115	116	118	119	120	121	123	124
3	125	126	127	128	128	129	130	131	132	133	133	134
4	135	137	138	140	142	143	145	147	148	150	152	153
5	155	156	157	159	160	161	162	163	164	166	167	168
6	169	170	171	172	172	173	174	175	176	177	177	178
7	179	180	181	183	184	185	186	187	188	190	191	192
8	193	194	196	197	198	199	201	202	203	204	206	207
9	208	209	210	212	213	214	215	216	217	219	220	221
10	222	223	224	225	225	226	227	228	229	230	230	230
11	232	233	234	234	235	236	237	237	238	239	240	240
12	241	242	243	244	244	245	246	247	248	249	249	250
13	251	252	253	253	254	255	256	256	257	258	259	259
14	260	261	262	263	263	264	265	266	267	268	268	269
15	270	271	272	272	273	274	275	275	276	277	278	278
16	279	280	281	282	282	283	284	285	286	287	287	288
17	289	290	291	291	292	293	294	294	295	296	297	297
18	298	299	300	301	301	302	303	304	305	306	306	307
19	308	309	310	311	312	313	314	315	316	317	318	319
20	320	320	321	321	321	322	322	322	323	323	323	324
21	324	325	325	326	326	327	327	328	328	329	329	330
22	330	331	331	332	332	333	334	334	335	335	336	336
23	337	338	338	339	339	340	340	341	341	342	342	343
24	343	344	344	345	345	346	347	347	348	348	349	349
25	350	350	351	351	351	352	352	352	353	353	353	354
26	354	354	355	355	356	356	357	357	357	358	358	359
27	359	359	360	360	360	361	361	361	362	362	362	363
28	363	363	364	364	364	365	365	365	366	366	366	367
29	367	367	368	368	368	369	369	369	370	370	370	371
30	371	371	372	372	373	373	374	374	374	375	375	376
31	376	376	377	377	377	378	378	378	379	379	379	380
32	380	380	381	381	381	382	382	382	383	383	383	384
33	384	384	385	385	386	386	387	387	387	388	388	389
34	389	389	390	390	390	391	391	391	392	392	392	393
35	393	393	394	394	394	395	395	395	396	396	396	397
36	397	397	398	398	398	399	399	399	400	400	400	401
37	401	401	402	402	403	403	404	404	404	405	405	406
38	406	406	407	407	407	408	408	408	409	409	409	410
39	410	411	411	412	412	413	413	414	414	415	415	416
40	416											

- (a) If an employee had, immediately before the start of this Agreement, an entitlement to a greater number of days than provided in the above scale, they shall continue to be entitled to that greater number.
- (b) If an employee has a dependant child under age 18 the payment is increased by twenty (20) days for each dependant child (but not if another employee engaged by the Employer has been paid a supplement for the same child).

3.9 Scale 2 (employees engaged after 6 April 1990)

Service	Days pay
Less than 6 months	5
6 months to less than a year	15
1 year and over	30 plus 5 days each additional complete 6 months; subject to a maximum of 210 days.

SCHEDULE 4: SUBSEQUENT EMPLOYER PARTIES NOTIFICATION

Team Global Express CEO

179 Savill Drive, Otahuhu Auckland New Zealand 2024

RMTU

General Secretary

Rail & Maritime Transport Union

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