

COLLECTIVE EMPLOYMENT AGREEMENT

2020-2021

BETWEEN

DATAM LIMITED

&

THE POSTAL WORKERS UNION OF AOTEAROA

10TH JULY 2020 – 9 JULY 2021



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1. PARTIES

The parties to this agreement are:

Datam Limited ('Datam');
and
The Postal Workers Union of Aotearoa (PWUA).

2. COVERAGE

Union member employees (*other than Managers and Specialists*) of Datam Limited, at the sites located at Victoria Street, Petone and Pukekiwiriki Place, Highbrook engaged in any of the following work are covered by this Collective Agreement:

- computer operations,
- printing, collating, wrapping or packaging documents and/or mail,
- mail handling and/or processing,
- forklift operating,
- stores work,
- data and/or record maintenance,
- storage and retrieval,
- processing ballots, polls, surveys or surveys registrations,
- fee collection and
- clerical and/or administrative work.

2.1. PROTECTED TERMS OF EMPLOYMENT

Employees covered under this agreement who have current protected terms of employment will continue to have those honoured.

2.2 CASUAL EMPLOYEES AND FIXED TERM AGREEMENTS

Casual employees of Datam are included within the provisions of this Collective Agreement except where specifically noted that a provision relates to permanent staff only.

Employment of casual employees will be reviewed every 6 months with the union delegate. Where practicable, Datam will offer full or part time hours. The Union accepts the employer's need for flexibility of hours.

Providing Datam has employed an employee on more than one occasion and where there is less than one month's break in service between periods of employment, all periods of fixed term employment will accumulate for the purpose of service related and other benefits.

2.3 NEW EMPLOYEES

For any employee who is not a member of the PWUA, Datam will inform new employees:

- Of the existence of this agreement and provide them with a copy;
- That they may join a union that is party to the collective agreement; and
- About how to contact the PWUA. Provide an introduction to a union delegate

3. CEA TERM

The term of this agreement is from 10 July 2020 until 9 July 2021.

4. CHANGING THE AGREEMENT

The agreement may be varied by the parties, provided that in seeking ratification of any proposed variation the PWUA 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.

Employees who are directly affected by the proposed variation will vote on the proposed variation through a secret ballot carried by the PWUA.

Under the PWUA's ratification procedure, the agreement of the employees is obtained if 66% of the employees vote in favour of it.

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
- Be signed by an authorised company representative and the authorised representative of the union.

The variation agreement will form part of this agreement from the date that the variation agreement comes into force.

5. OBLIGATIONS OF THE PARTIES

5.1. DATAM'S OBLIGATIONS

As an employer Datam has a number of obligations which include:

- Acting as a “*good employer*” by ensuring that employees are treated fairly and properly in all aspects of their employment;
- Committing ourselves to equality of employment and providing employees with every opportunity to enhance their ability by providing performance reviews and access to and/or support for training and development;
- Providing a safe and healthy work environment and;
- Consulting with employees and their union on important issues; and
- Treating the unions with equality and without preference.

5.2. EMPLOYEE OBLIGATIONS

Datam needs the support of its employees to help the organisation achieve its vision. We expect employees to:

- Act professionally and competently in carrying out all activities and functions of their job.
- Comply with all policies or codes of conduct affecting their employment at Datam;
- Keep themselves and each other safe at work;
- Be co-operative, work well as a team members
- Deliver a quality work performance.

5.3. RULES, POLICIES, PROCEDURES

Employees must acknowledge and agree to comply with Datam's rules, policies and procedures. They will be made aware of policies and procedures, and it is expected that they will make every effort to become familiar with them and ensure that they are followed. Subject to judicial review and/or dispute procedures Datam reserves the right to amend rules, policies, and procedures in line with business requirements after consultation with employees and the PWUA.

5.4. CONSULTATION

Datam will consult with employees and the PWUA over issues affecting their employment.

6. REMUNERATION

INTRODUCTION

The remuneration system set out in the Datam Skill Based Pay System Policy Manual will apply to the employees covered by this agreement.

The parties have agreed on a transition to the Skills Based Pay System from the remuneration framework existing at the commencement date of this Agreement and this transition plan is set out in the attached letter of settlement.

6.1. AGREED PRINCIPLES

The Skills Based Pay System is based on the following principles agreed to by Datam and the PWUA:

- Training will be linked to the needs of the business and shall support the key performance indicators of the business
- Training and assessment will be accessible to all and provide opportunity for advancement
- All employees will contribute to their level of skills and knowledge
- The system will be based on the utilisation of skills in a way that is safe, efficient, legal and logical.
- It will be supportive of participative work practices and equal employment opportunity
- Training strategies will have regard for the career aspirations of employees and the current and future needs of the company
- Employees will achieve enhanced job security through the maximisation of the company's quality, productivity and overall competitiveness
- As much as possible training and assessment will comply with the requirements of the National Qualifications Framework
- Communication, consultation and agreement between employees, company and union are key to the success of the system's implementation and operation

6.2. RECOGNISED SKILLS

The skills that are recognised for pay purposes in the Datam Skills Based Pay System are as follows:

- Standard Operation Procedures (SOPs) as defined in Area Skill Matrices across the Operational area
- Selected NZQA Unit Standards
- Achievement of defined performance standards

Copies of the recognised skills are held by Human Resources.

Where employees have completed their skill requirements in an area, consideration will then be given to further training opportunities which may include training in skills in other operational production areas.

6.3. PAY PROGRESSION

The remuneration frameworks for operational areas covered by this agreement are set out in schedules 1-5 attached. The framework consists of a competency profile for each level, the SOPs and NZQA papers which are required to be completed for each level, and the quality and throughput expectations trainees are required to attain. The remuneration framework sets a pay rate for each level. If other groups are subsequently added the agreed remuneration framework for the area of work will be incorporated into this agreement by way of variation.

An employee will qualify for movement to the next level on the framework once a trainer/assessor verifies completion by the employee of the required SOPs and achievement of the required NZQA credits and that the employee meets the requirements of the level profile. Any increase will be effective from the date that an employee demonstrates competency for all the skills required is signed off.

6.4. NEW EMPLOYEES

New employees will be paid at the entry rate for the level of work for which they are employed. Where there is no entry rate specified for a level the entry rate is the qualified rate for the preceding level.

If a new employee has previously qualified for the role to which they are re-employed, they may have their skills and competencies reassessed and recognised. Such requests will be considered on a case by case basis having regard to any changes to SOPs, NZQA credits and performance standards.

The full outline of SOP's, NZQA credits and performance standards required to qualify at each level are contained in the policy manual.

6.5. REGRESSION

Individual salary rates cannot be reduced by reason of operation of the skills based pay remuneration system.

6.6. EXCLUSION

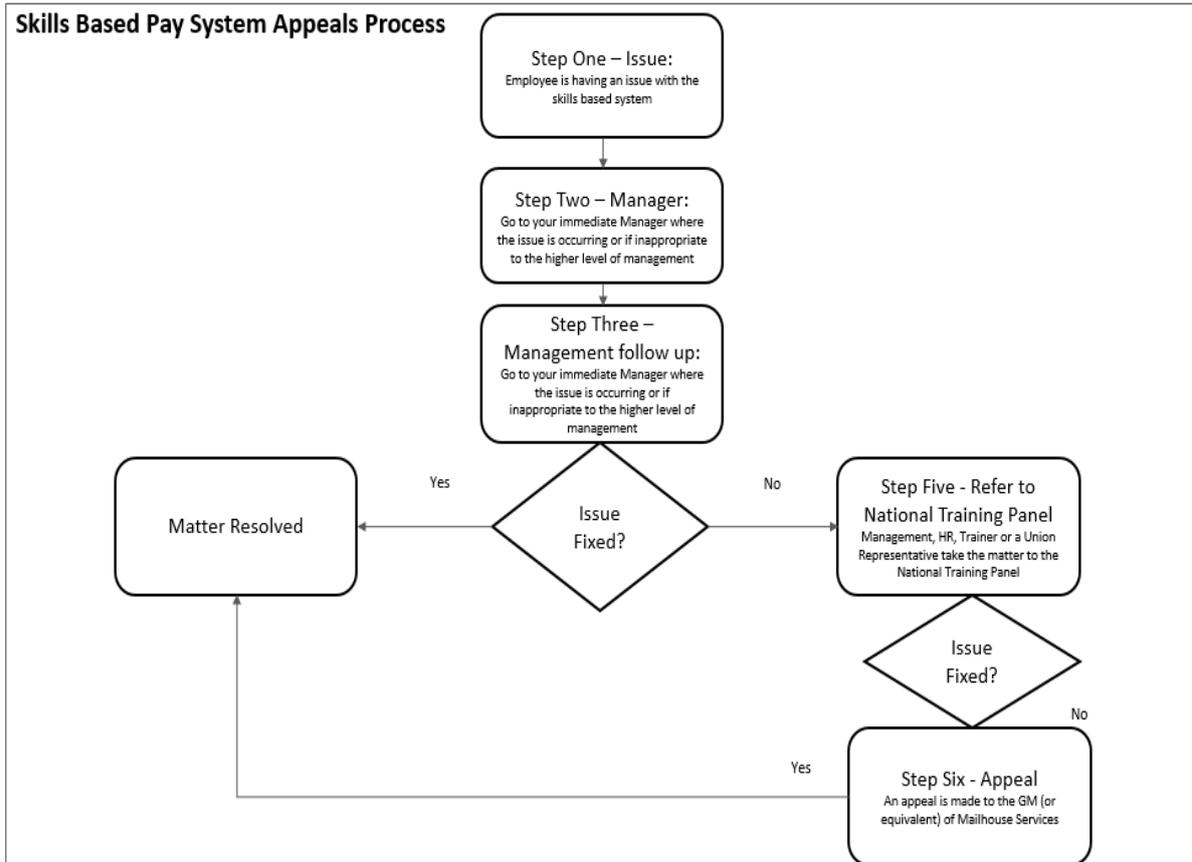
Where an employee has genuine reasons for wanting to be excluded from the Skills Based Pay system, the employee and their representative shall make an application in writing setting out the circumstances which require consideration by management. Each case shall be considered on a case by case basis. Management may include members of the training panel in considering any such requests. Where granted, exemptions may be reviewed from time to time and exemptions removed.

6.7. HANDLING ISSUES, PROBLEMS AND APPEALS

Where an employee is experiencing issues or problems related to the operation of the skills based pay system – including skills recognition and pay progression, training access and assessment access – the first step is to take the matter(s) up with management and provide an opportunity for management to address the issue. If this does not resolve the issue, the next step is to take the matter to the Training Panel. This process is set out in more detail in the Skill Based Pay System Policy Manual.

If the Training Panel fails to reach an outcome acceptable to the employee, before pursuing any other available remedy, the issue will be referred to the Head of Customer Services, BPM for review and decision.

A chart clarifying the Appeals Process can be found over the page.



7. ALLOWANCES

7.1 OVERTIME

From time to time, employees may be asked to work overtime to meet business requirements of Datam. Overtime is by mutual agreement and is paid at the rate of time and a half for the first 18 hours and double time thereafter for all hours of work beyond 40 hours per week, regardless of days worked Monday to Sunday inclusive.

7.2 MEAL ALLOWANCE

If an employee works more than 1 ½ hours above full time rostered hours on any day he/she will receive a meal allowance of \$15.73.

7.3 TRANSFERS AND RELIEF IN HIGHER GRADED POSITION

Where an employee agrees to act in a position with a higher pay classification (or rate of pay) for 1 or more working days, the employee will be paid at a rate of pay equal to T1.15.

Such assignments will not be deliberately amended for the purpose of avoiding payment of the higher rate.

7.4 FIRST AID ALLOWANCE

An allowance of \$7.39 per week will be paid to designated first aid representatives.

7.5 TRAVELLING EXPENSES

It is Datam's policy that it does not expect any employee to be out of pocket when they are travelling on Datam business. Where an employee agrees, and is authorised to use their own vehicle, and they are not already being compensated for the use of their vehicle via their remuneration package, they will be reimbursed at the appropriate Inland Revenue mileage rate.

7.6 BUSINESS EXPENSES

Where an employee is required to incur authorised business expenses they will be reimbursed for them on an actual and reasonable basis.

8. DEDUCTIONS

Datam is entitled to make deductions from an employee's pay for any overpayment, or time lost through unauthorised absence, or for any authorised unpaid leave, in accordance with the Wages Protection Act 1983.

If an employee has received an overpayment or they have been paid less than provided for in this agreement, they must let their manager know as soon as they can. Where the employee has been overpaid, the company may recover the amount of an overpayment from subsequent remuneration provided the employee is given written notification of the intention to recover the overpayment and a full explanation of the reasons for the overpayment. Where Datam owes the employee money, Datam will pay it to the employee as soon as it can.

9. WORKPLACE SAVINGS

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

Employees who are current members of a company-approved superannuation plan, remain in that plan while they continue to meet the criteria for continued membership.

10. HEALTH INSURANCE

All permanent employees shall be eligible to join the unsubsidised Southern Cross Medical Scheme on completion of 3 months' permanent service.

11. HEALTH AND SAFETY

Datam recognises the importance of ensuring a healthy and safe working environment. We are committed to acting on advice and suggestions about how we can make the workplace a healthier place to be. We will work together to identify and minimise actual and potential hazards.

Employees must comply with the provisions of all legislation applicable to the Company's operations, including the Health and Safety in Employment Act 1992.

Where a role is assessed as requiring the use of personal protective equipment, the Company shall provide and maintain such equipment. Employees shall wear the provided equipment or attire at all times.

Accidents and injuries can be prevented. All work accidents must be promptly reported and the accident recorded in the accident register, preferably on the day of the accident. Where the accident is not reported Datam may not accept any liability for payments relating to absence arising from the accident.

Where employees are required to operate a VDU as part of their normal duties for at least 50% of their normal working time and wish to have an eye test, the company will meet the cost of this eye test. If an eye test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that the problem which creates a need for spectacles has appeared as a result of VDU work, or an existing condition has been worsened as a result of VDU work, reimbursement for the cost of the examination and the spectacles, subject to a maximum of \$61.50 for frames, will be met by the company.

Should the employee choose to be fitted with contact lenses they may be reimbursed up to the equivalent value allowed above for the provision of spectacles.

Employees who are elected SWAG representatives and have completed training as prescribed under the Health & Safety in Employment Amendment Act 2002 and its amendments will receive an allowance of \$7.39 per week.

12. HOURS OF WORK AND BREAKS

Hours of work will be those necessary to achieve individual objectives and generally meet the business needs. An employee's letter of agreement will specify their actual hours of work. Excluding any unpaid meal breaks, all employees are required to take one paid rest break at a mutually convenient time within any four hour period of work. Time away from the employee's workstation will not exceed 15 minutes.

During the course of any eight hour work period all employees are required to take an unpaid meal break of at least thirty minutes, such a break being completed no closer than four hours from the commencement of, or three hours from the end of, their shift.

Where a single work period is 2 hours or more than full time rostered hours a paid rest break will be taken during the overtime period. Where a single work period is 3 ½ hours or more than full time rostered hours an unpaid break of thirty minutes will be taken during the overtime period. Such a break will be concluded no later than one hour prior to the completion of the period of work.

12.1 CHANGES TO HOURS OF WORK

Datam operates 24 hours a day, 7 days a week. Where we propose to change employee's hours of work we will first consult with the Union with the intention of reaching agreement on the nature and timing of any proposed changes. Where agreement is not reached on all matters, Datam will decide whether to proceed with the proposal.

Where Datam and the Union have exhausted all potential alternatives to the proposed change, and the employee is unable to accept the new hours, and Datam has no alternative to the proposed hours, the employee may be given notice of redundancy as provided in clause 16.7.

12.2 ATTENDANCE RECORD

Employees must record their daily hours of work/ attendance

12.3 BREAK BETWEEN SHIFTS

Employees must take a 9 hour break between ceasing work and commencing the next shift.

12.4 SHIFT SWAPS

Employees can change shifts with one another provided that the prior approval of the manager is obtained and that such change does not involve the payment of additional overtime or other penalties.

13. LEAVE

13.1 PUBLIC HOLIDAYS

Except as recorded below, public holidays will be in accordance with the Holidays Act 2003.

The recognised holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- The Second day of January (*or some other day in its place*)
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Anniversary Day (*or some other day in its place*).

Normally the holidays listed above will be observed where they fall.

Employees who work on a public holiday are given a minimum payment of 4 hours at time and a half (T1.5) for hours worked, except where an employee is party to a specific on-call agreement in which case the provisions of such an agreement will prevail, and for permanent employees a day in lieu. A day in lieu will not be given to a casual employee engaged solely for work on a public holiday.

Only one day in lieu may be given for working on any one public holiday irrespective of the number of individual periods of work which the employee may work on that day.

Where a period of work starts on a normal day and concludes on a public holiday, then that period of work is deemed to be a public holiday.

Where a period of work starts on a public holiday and concludes on a normal day then that period of work is deemed to be a normal day.

13.2 ANNUAL LEAVE

Annual leave is granted in accordance with the Holidays Act 2003. After each 12-month period of employment, permanent and permanent part-time employees are entitled to take four weeks annual leave.

All employees will be entitled to 4 weeks' annual leave after completing 7 years' service with Datam.

Employees who work rotating hours of work or work between the hours of 2200 and 0600 are entitled to take one week's leave per annum in addition to all other normal entitlements while working those shifts.

Casual employees receive holiday pay at a rate of 8% per week.

Fixed Term and Temporary employees receive holiday pay at the end of their agreement at a rate of 8%

13.3 BIRTHDAY LEAVE

Employees are entitled to release from work on a day within 2 weeks of their actual birthday. Approval will be subject to usual leave considerations and employees' remuneration for birthday leave will be calculated using the applicable annual leave calculation.

13.4 LEAVE FORMS

Any employee wishing to take annual leave must complete an annual leave form and obtain approval from their Manager prior to taking annual leave.

Employees have an obligation to take their leave within the year after becoming entitled to it. Annual Leave must be applied for and wherever possible, leave should be scheduled for times causing least disruption to work requirements.

If it is not possible for an employee to take all of their leave within 12 months of becoming entitled to it, they should discuss the situation in advance with their Manager so that firm arrangements can be made for the leave to be taken. If the times for the employee to take their leave cannot be arranged by mutual agreement, Datam will give the employee at least fourteen days' notice of the dates they will be required to take their holidays.

13.5 LONG SERVICE LEAVE

Employees will be entitled to special holidays as follows:

- One special holiday of two weeks on completion of 10 years continuous service;
- One special holiday of three weeks on completion of 15 years continuous service;
- One special holiday of four weeks on completion of 20 years continuous service;
- One special holiday of four weeks on completion of 25 years continuous service.

Long Service Leave must be taken within one year of its falling due.

With the written agreement of their Manager, employees may elect to be paid in lieu of taking their Long Service Leave entitlement.

13.6 JURY SERVICE

Where an employee is obliged to undertake Jury Service, the difference between the fees (*excluding reimbursing payments*) if any, paid by the Court and their ordinary rate of pay will be made up by Datam provided that the employee:

- Can produce the Court expenses voucher to Datam;
- Returns to work immediately on any day they are not actually serving on a Jury;

These payments will be made for up to a maximum of five days in respect of each separate period of Jury Service.

13.7 ANTICIPATED LEAVE

Leave may also be taken in advance with the agreement of an employee's Manager.

13.8 ACCRUAL OF LEAVE

In special circumstances the Company may allow a portion of annual leave to be accrued. The Company may also with fourteen days' notice instruct an employee to take their leave.

13.9 SICK LEAVE

Datam recognises that from time to time employees may need to be absent from work because:

- They are injured or ill; or
- They need to care for their spouse, or a dependent child or parent when they are injured or ill.

For up to the first six month period of continuous service Datam will allow employees up to 5 days' sick leave on a pro-rata basis with a further five days allowed at any time during the second six month period. From the first anniversary of the employees start date Datam will allow employees up to ten days' sick leave per annum which may be accumulated to a maximum of fifty days.

In special circumstances Datam may require an employee to undergo a medical examination at Datam's expense by a doctor nominated by Datam.

Should the employee be unable to attend work for any reason they are to contact their Manager within a half an hour of their normal start time to inform him or her why they will not be coming in and when they think they will be able to.

During the use of the first five days of any sick leave earned in any anniversary period an employee may be required to provide a medical certificate to support any absence of three working days or more, or four calendar days or more. After 5 days, sick leave has been used in any anniversary period the Employer is entitled to seek a medical certificate for any period of absence.

These provisions are inclusive of and not in addition to the Holidays Act 2003 that provides for 5 days cumulative and up to 20 days' special leave per annum.

Casual, temporary, fixed term and part-time employees receive sick leave in accordance with the Holidays Act 2003.

Requests for additional paid or unpaid sick leave will be considered on a case by case basis.

13.10 BEREAVEMENT LEAVE

An employee is entitled to 3 days paid bereavement leave upon the death of his or her Spouse (including de-facto and same sex partners), Parent, Child, Brother, Sister, Grandparent, Grandchild or Spouse's Parent. Paid bereavement leave is for the relevant period from the date of death through to the day of the funeral. If less than 3 days is taken then the remaining entitlement may be used as is necessary for reasons relating to the bereavement (for example, to visit a lawyer at some later time or to attend a later memorial service).

One day's bereavement leave is available in other cases where the employer accepts the employee has suffered a bereavement, taking into account:

- The closeness of the association between the employee and the deceased person
- Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death.
- Any of the employee's cultural responsibilities in relation to the death".

Requests for additional paid or unpaid sick leave will be considered on a case by case basis.

13.11 PARENTAL LEAVE

Parental leave is granted in accordance with the Parental Leave and Employment Protection Act 1987 and Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002.

13.12 ACCIDENT COMPENSATION

In the event an employee is off work due to an accident and it is claimed to be work related, Datam will pay the employee up to one week's wages as per the Accident Insurance Act 1998 as an advance on their wages. If the claim is not accepted by Datam and not accepted by ACC, the employee may have the option of taking sick leave or annual leave for the time absent from work. If the employee has no sick leave accrued Datam may deduct an amount from their wages to recover the amount advanced. Datam will consult with the employee about any such repayments. An employee is entitled to request a review of their claim if declined and should talk to their union, or with ACC about how to proceed.

13.13 WORK RELATED INJURY

If an employee is unable to work as a result of a work-related accident the Company will pay the difference between their earning 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.

13.14 EXTENDED LEAVE WITHOUT PAY

Datam may grant an employee leave without pay, where the leave extends beyond one month, it is subject to the following conditions:

- You may not take more than 12 months extended leave during the period of your employment with Datam.
- The period of extended leave will not count as service with Datam. For the purpose of determining your entitlements upon return to work, your previous service will be used.
- The company may employ a permanent employee to replace you while you are on extended leave. Where the leave without pay extends beyond one month, placement of the employee at the end of the extended leave in the same or any role is not guaranteed.
- An employee who cannot be placed at the end of a period of extended leave will continue on extended leave for a further three months. If a placement cannot be made during that period, the employee's employment with the company will be terminated without compensation.

14. DISCIPLINARY PROCESS

If there is an allegation of misconduct/behaviour, the Manager (*or person authorised by the Manager*) will briefly examine the allegation to determine whether or not the misconduct is apparent.

If the initial examination indicates that serious misconduct may have occurred, the employee may be suspended with pay whilst the matter is investigated.

As part of the investigation the employee:

- Will be given notice of the specific allegation of misconduct and potential penalty
- Will be given the opportunity to explain or deny the allegation and this will be given full consideration.

The employee must be available to attend interviews if required and will have the opportunity to present a witness and have a representative or support person attend the meeting.

At the end of the investigation:

- If the investigation finds that misconduct cannot be established, then no further action will take place.
- If misconduct is deemed to have occurred, Datam will take what action it considers appropriate which may include a warning or dismissal with or without notice.

15. EMPLOYMENT RELATIONSHIP PROBLEM PROCEDURE

The Employment Relations Act 2000 seeks to promote a productive working relationship. One of the ways it does this is to provide ways for employers to solve problems that come up at work.

An employment relationship problem can be anything arising out of an employment relationship except for bargaining over new terms and conditions. The most common problem is where there is a personal grievance because an employee believes they have been disadvantaged by something Datam did (*or didn't do*).

Step One

The first step is for the employee to let Datam know that there is a problem as soon as possible. Problems are easier to fix if something is done early. Once a problem occurs it should be brought to the attention of Datam as soon as reasonably possible. An employee can get the Union to represent them.

If the employee prefers to raise the matter with Datam in writing, then a letter should be sent regarding the problem or grievance covering:

- The nature of the problem or grievance
- The facts giving rise to the problem or grievance
- The remedy sought to resolve the problem or grievance

The letter should be addressed to the General Manager of the employee's work area. All letters will be replied to or a meeting set up within 14 days.

Step Two

The second step is to discuss and try to fix the problem.

Discussions should take place between the employee/Union and Datam as soon as practical. If Datam's response resolves the problem, then that is the end of the matter. If not, then the next step is mediation.

Step Three

If the problem is not resolved through discussions with Datam then the third step is mediation.

A confidential mediation service is provided by the Ministry of Business Innovation and Employment (MBIE) to help employees and employers settle their problems. Anything said during the mediation is privileged and cannot be used outside of the mediation. If an agreement is reached, then the mediator writes it up. Of course, an agreement might not be reached. In that case, there is an option of asking the mediator to make a final and binding decision. Before this can happen, it is necessary that the employee/Union, Datam and the mediator agree to resolve the problem in this way. Any signed agreement or mediator decision is final and binding and can be enforced if it is not honoured. There is no right of appeal as the parties have agreed to have the problem fixed this way.

Step Four

If a problem cannot be satisfactorily resolved through mediation, then application can be made to the Employment Relations Authority for assistance. This is a more formal step to take, and the employee may want the Union to represent them. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by the employee or Datam to the Employment Court.

Step Five

Employment Court - appeals that go to the Employment Court are by way of a full hearing where the court hears all the evidence.

Personal Grievances

There are specific points that employees need to know about personal grievances:

If a grievance is because an employee has been dismissed the employee has the right to obtain a written statement of the reasons for their dismissal. A request for a statement must be made within 60 days of the dismissal.

Datam must respond to the employee within 14 days of receiving the request.

An employee must advise Datam about a personal grievance within 90 days of the employee becoming aware of the problem. If notification is not received within 90 days the grievance may not proceed.

The Mediation Service provided by MBIE can provide information to answer any questions about what to do.

16. ENDING EMPLOYMENT

Unless otherwise agreed the period of notice for termination of employment will be as set out in each employee's letter of confirmation. Dismissal without notice may occur for serious misconduct as set out in the Datam House Rules.

Employees may not be required to work out the notice period, either totally or in part. They remain employed by Datam until the expiry of the notice period regardless of whether they are required to work out the full notice period.

Alternatively notice may be paid in lieu or forfeited as the case may require.

16.1 ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for more than 3 days without the consent of their Manager or without notification to their Manager, they will be deemed to have terminated their employment without notice.

They will be advised in writing by letter or by courier advice that their employment has terminated.

Reinstatement will be considered when an employee has been physically unable to give notification.

16.2 REDUNDANCY

Redundancy means the situation where Datam considers it has employee(s) surplus to its requirements due to a change in the organisation, its method of operation, the closure or ceasing of some operations, or a change in the skills and attributes required of employees which requires a reduction in employee numbers or replacement of some employees with people possessing different skills or attributes.

Datam may not wish to continue to employ an employee in the position they currently occupy but wish them to occupy a different position. Where this does not reduce an employee's total remuneration package, this does not constitute a redundancy situation. Redundancy occurs only if Datam terminates employment because it feels there is no alternative, or if the alternative proposed involves a reduction in the employee's total remuneration package or a significant change in location.

Consideration will be given to employees who communicate voluntary redundancy as a preference in a surplus staffing situation.

No redundancy will arise by reason of the sale or transfer of the whole or part of the business where the person acquiring the business offers an employee employment in the same capacity on similar conditions of employment, and agrees to treat their service as continuous.

In the event of any redundancy situation arising, an employee will be given the requisite notice of termination of their employment. They will also be entitled to redundancy compensation of 4 weeks' pay for their first year with Datam and 2 weeks' pay for every year worked with Datam thereafter. There will be no entitlement to any other compensation.

Employees who are successful applicants in finding an alternative position during the notice of termination period may, with the prior consent of the employer, terminate his or her employment prior to the expiry of the period of notice, without forfeiting his or her entitlement to redundancy compensation, but would not be paid for the unworked period of notice. The employer's consent in such circumstances will not be unreasonably withheld, subject to business needs and operational requirements.

16.3 TERMINATION DUE TO INCAPACITY

An employee's employment may be terminated by Datam by giving such notice as is appropriate in the circumstances, if, in the view of Datam, an employee is incapable of the proper performance of their duties as a result of long term physical or mental illness and the position cannot be held open or covered by some other reasonable and appropriate arrangement. Before Datam takes any termination action relating to incapacity, the employee will undergo a medical examination by a registered medical practitioner at the expense of Datam. Datam will take account of any resultant report or advice before making a termination decision.

17. SECURITY

Security of information, materials, equipment and premises is a fundamental part of the way Datam undertakes business. Employees must comply with Datam policies and those of Datam's customers in this respect.

18. CONFLICT OF INTEREST

An employee must ensure that they are not involved (*directly or indirectly*) in any other employment or business, which may affect their ability to perform their duties.

18.1 BENEFITS / PAYMENT

Employees must not accept payment or other benefit in money or kind from any person or company as an inducement or reward for any action in connection with any matter or business transacted by or on behalf of Datam.

If an employee has doubt they should seek prior clarification from their Manager.

18.2 PUBLIC ISSUES

Employees may speak out on public issues; however, they do so as an individual and not on behalf of Datam.

19. CONFIDENTIALITY

Except in the proper performance of their duties, employees must not disclose (*directly or indirectly*) any information or knowledge regarding the affairs of our business, its employees and its customers.

This requirement continues after an employee ceases working for us.

Employees may be required from time to time to sign non-disclosure or other such agreements by our customers and us. In that event, they will comply with the specific terms of the agreement.

19.1 COPYRIGHT, INTELLECTUAL PROPERTY AND INVENTION

All work, product, and all inventions, improvement, discoveries, processes, programs and/or systems developed by employees, or to which employees become aware of, in the performance of their duties while employed by Datam shall be fully disclosed to, and become the sole and absolute property of Datam.

Upon request, employees will execute, acknowledge and deliver such assignments, certificates and other documents that we may consider necessary or appropriate to vest all rights, titles and interests therein in Datam.

19.2 RESTRAINT OF TRADE

For a period of six (6) months after termination of their employment, employees will not (*whether on their own account or for any other person*), solicit or endeavour to entice away from Datam any person or Company that, in the preceding six (6) months has been an employee, client or customer of or in the habit of dealing with Datam, unless Datam gives prior written approval.

20. ACCESS TO INFORMATION

Employees have a right to access personal information under the Privacy Act 1993. They can access their personal file by contacting payroll.

21. EQUIPMENT AND SYSTEMS

Datam equipment and systems are provided as work tools. Employees may use these for reasonable personal use. Personal use must comply with Datam's Information Technology Acceptable Use Policy.

22. TRAINING

It is Datam's policy to provide staff with 5 days training per annum. This may include on the job training and/or formal courses as identified in discussion and agreed between an employee and their Manager

23. STUDY ASSISTANCE

Datam may approve study leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research or projects which are relevant to their work and which facilitate their wider growth and development. Datam may grant, for such approved study leave, leave with or without pay, travelling time between the work place and the learning institution, and reimbursement of study related costs, eg: tuition and examination fees where the course of study is successfully completed. Approval may also be granted for leave to sit examination and for study prior to such examinations.

24. UNION DELEGATES

Datam will recognise employees who are elected as PWUA delegates upon written notification from the union. Datam will comply with the requirements of section 62(2) of the Employment Relations Act 2000.

Datam will recognise up to 3 employees elected by members as union delegates. The Union will advise any areas of responsibility and the names of delegates when elected.

Delegates are entitled to reasonable time off on pay to deal with work related concerns of employees who are union members.

25. ACCESS TO WORKPLACE

Any authorised officer of the union will be entitled to enter the workplace at any reasonable time for the purposes related to the employment of members and/or the union's business.

He/She will:

- Have regard for normal business operations in the workplace.
- Comply with existing reasonable procedures in regard to safety, health and security.
- As a courtesy, inform the employer of the nature of the visit in advance of the visit.

26. UNION FEES

Datam will deduct union fees from the wages of any employee who joins the union and remit such fees to the union in a mutually agreed manner and at mutually agreed intervals.

27. SKILL BASED PAY SYSTEM PAY SCHEDULES

- Schedule 1: Stores/Materials Control
- Schedule 2: Datam Technology Centre
- Schedule 3: Key Operator
- Schedule 4: Laser/Mail/Film Wrap
- Schedule 5: Production Administration

EXECUTION OF AGREEMENT

This Agreement was executed by the parties as follows:



The Postal Workers Union of Aotearoa Inc

27/10/2020
Date



Datam Ltd

27/10/2020.
Date

PROGRAMME MANA – SKILLS BASED PAY SCHEDULES–
SCHEDULE 1

1 Stores / Materials Control National Skills Based Pay System Programme Mana						
Job Ranking Levels	Function	Competency Profile	Progression Criteria	Entry Rate \$	Qualified Rate\$	Est. Time
1	Trainee Store person	Works under instruction, meets defined performance targets, completes basic admin tasks. Forklift and electric pallet jack qualified.	Successful completion of SOPs associated with this Level. 50% completion of National Certificate in Distribution Level 2.	19.56	21.44	6 months
2 Attainment of qualified rate Mandatory	Store Person or Materials Controller	Needs minimal supervision, performs basic maintenance tasks, and meets defined performance targets. Reach truck and Picker qualified.	Achieves competency at Level 1. Successful completion of SOPs associated with this Level. Successfully completes National Certificate in Distribution Level 2. Once Level 2 skill set attained Option at this level to cross skill.	21.44	22.70	8 months
3	Materials Controller Only	Undertakes “buddy training”, works unsupervised and consistently attains performance targets.	Entry vacancy dependent. Successfully completes SOPs associated with this Level. Successfully completes National Certificate in Distribution Level 3.	23.97	25.23	8 months
4	Leading Hand (Materials Control/ Stores) *Nominated Trainer	Certified Trainer, Supervisory of staff.	Entry by application and appointment. Successfully completes SOPs associated with this Level. Successfully completes National Certificate in Distribution Level 4. Nominated Trainer: Prerequisite must have reached qualified rate and unit standards required for certification.	27.56	29.01 Nominated Trainer 31.52	

SCHEDULE 2

2 Handline - National Skills Based Pay System Programme Mana					
Job Ranking Level	Competency Profile	Progression Criteria	Entry Rate \$	Qualified Rate \$	Est. Time
1 New Recruit	Works under instruction, meets defined performance targets, completes basic admin tasks.	Successful completion of SOPs associated with this level. 50% Completion of external NZQA training programme.	18.90	18.90	6 months
2 Attainment of Qualified rate - Mandatory	Needs minimal supervision, performs basic maintenance tasks and meets defined performance targets.	Successful completion of SOPs associated with this level. 100% completion of external NZQA training programme.	18.90	19.29	12 months
3 Restricted Entry Key Person Status	Undertakes "buddy training", works unsupervised and consistently attains performance targets.	Successful completion of SOPs associated with this level.	19.29	22.00	
4 Restricted Entry Job Manager, Certified Trainer	As prescribed by role profile	By Application and Appointment. Train the Trainer external training programme associated with this level.	22.70	22.70 Certified Trainer 23.93	

SCHEDULE 3

3 National Print / Mail / Film Wrap / Finishing - Skills Based Pay System Programme Mana

Job Ranking Level	Competency Profile	Progression Criteria	Entry Rate \$	Qualified Rate \$	Est. Time
1 (New recruit)	New Hire/Trainee Operator: Under instruction and full supervision.	Achieve the SOP's associated with this level. Achieve NZQA papers aligned to this level.	18.90	18.90	6 months
2 Progression to qualified level	Trainee Operator: mostly unsupervised, achieves volume and quality expectations.	Achieve the SOP's associated with this level. Achieve NZQA papers aligned to this level.	20.18		
3 Mandatory Competent Level	Qualified Operator: Able to operate all Mail Inserters / Printers / Film Wrappers or Finishing equipment in a department. Consistently achieves volume and quality expectations and works unsupervised. Upon qualification a further 3 months operating experience required to consolidate learning.	Achieve the SOP's associated with this level. Achieve NZQA papers aligned to this level.	22.70		
3A	Level 3 Qualified Operator who is required to and able to operate the Intellijet 20.	Achieve the SOP's associated with this level.	24.57		
3B	Production specialist Level 3 Qualified operator who is required and able to operate the HP7200 and the HP 7600	Achieve the SOP's associated with this level.	25.00 (minimum rate)		
4 Restricted entry	Level 3 in two departments, or nominated trainer.	Achieve the SOPs associated with this level. Achieve NZQA papers aligned to this level within set time frame.	26.48		
5 Restricted entry	Level 3 in three Departments, or Workflow Coordinator.	National Certificate in Business Level 1 or similar	31.53		

SCHEDULE 4

4. Production Administration National Skills Based Pay System Programme Mana					
Job Ranking Level	Competency Profile	Progression Criteria	Entry Rate \$	Qualified Rate \$	Est. Time
1	Works under instruction, mostly meets defined performance targets, new learning being absorbed and consistently applied to good effect.	Successfully completes Level 1 SOPs and external NZQA papers associated with this level. Has mastered 2 of the 4 primary skill sets, completes introductory level Excel training as determined by the requirements of the role.	18.90	20.81	6 months
2 Mandatory Competent Level	Requires occasional support, consistently achieves defined performance targets, and contributes to process refinement and continuous improvement.	Successfully completes Level 2 and Level 3 SOPs and external NZQA papers (National Cert Admin and Computing Level 2) associated with this level. Has mastered all 4 primary skill sets. Completes Intermediate Excel training as determined by the requirements of the role.		23.39	12 months
3 Restricted Entry: Determined by the requirements of the site.	Possess a strong knowledge base, works independently consistently achieves defined performance targets, self-initiates continuous improvement and/or is a Nominated Trainer.	Successfully completes SOPs and external NZQA papers (National Cert Admin and Computing Level 3) associated with this level. Has mastered all 4 of the primary skill sets.		26.50	
4 Restricted Entry available only in Auckland	Manages team task allocations to meet daily requirements, monitors and self-initiate's corrective interventions as needed. Has responsibility for the quality and timeliness of service delivery by the team such that it enhances the consistent attainment of upstream Service Level Agreements.	Successfully completes SOPs and external NZQA papers (National Cert Admin and Computing Level 3) associated with this level. Has mastered all 4 of the primary skill sets.		31.52	

SCHEDULE B BOXED PROVISIONS MOORE GALLAGHER

Former Moore Gallagher employees will retain all previous service and listed entitlements as per their personal letters.

Grandparented recognised service entitlements and conditions will be carried over and noted in each employee's personal file. To determine entitlements reference can be made to the expired CEA immediately preceding this agreement. In particular, this provision refers to Long Service Leave, Annual Leave, Sick Leave, Resigning Leave, Retiring Leave and Redundancy.