

**COLLECTIVE EMPLOYMENT
AGREEMENT**

BETWEEN

VODAFONE NEW ZEALAND LIMITED

AND

UNITE Incorporated



(In compliance with the Employment Relations
Act 2000 and associated legislation as amended)

Final version – 05 July 2022

1. PARTIES TO THIS EMPLOYMENT AGREEMENT

1.1 Employer party to this agreement:

- Vodafone New Zealand Limited (“Vodafone”).

Union party to this agreement:

- Unite Inc. (“Unite”).

1.2 This Agreement binds and is enforceable by Vodafone, Unite and the employees covered by this Agreement.

2. DEFINITIONS

2.1 “Act” shall mean, unless elsewhere defined, the Employment Relations Act (2000).

2.2 “Employment Statement” refers to the individual document issued to each employee confirming personal employment details.

2.3 “Individual or employee” refers to each individual Vodafone employee covered under this agreement.

2.4 ‘Vodafone intranet’ refers to the internal portal accessible to employees where the Code of Conduct, eLearnings and policies and guidelines are available at all times.

2.5 “Related Company” for the purposes of this Agreement has the meaning given in section 2(3) of the Companies Act 1993.

3. TERM OF THE AGREEMENT

3.1 This agreement commences on 31 August 2022 and concludes on 30 October 2023.

4. POSITION

4.1 Individual position titles are shown on individual Personal Employment Statement.

4.2 Details of individual positions are outlined in employees’ Role Profiles. Role Profiles may be modified and updated by Vodafone from time to time following consultation with the individual. In addition, individuals may be required to carry out duties not specified in their Role Profile but which are consistent with their position. Role profiles will be reviewed twice annually.

4.3 Prior to commencing or changing to a new position within Vodafone, a letter of variation outlining terms and conditions will be provided to the employee in writing (including related role profile, if required).

4.4 Vodafone is required to give a minimum four weeks’ notice for any changes to individual’s position and duties, unless by mutual agreement and signed by both parties.

5. RECRUITMENT

- 5.1 All permanent roles will be advertised internally, and where necessary may also be advertised externally in line with Vodafone's policy.
- 5.2 In order to perform a role with Vodafone, some employees may need to hold external qualifications, licences or have external security or other clearances. If this is required for a particular role, the employee's employment is conditional on the employee obtaining and maintaining these, and notifying Vodafone of any changes. If the employee fails to obtain or maintain these requirements or have restrictions imposed that affect the employee's ability to perform their role this may result in the termination of the employee's employment, or if the employee has not accepted employment, this offer of employment will lapse with immediate effect.

6. PERFORMANCE MEASURES

- 6.1 Individual Performance Measures will be agreed between each employee and their manager and will be updated from time to time. These measures will be taken into account by managers when assessing individual performance.
- 6.2 Performance Development discussions will occur with managers formally twice annually, and regularly informally.
- 6.3 Changes to Individual Performance Measures and Key Performance Indicators (KPIs) will be entered into the Performance Development system and reviewed at least twice annually in line with the Performance Dialogue process. Changes relating to performance will have 4 weeks' notice before implementation.

7. PLACE OF WORK

- 7.1 The location and region that each employee is based in is shown on their Personal Employment Statement. Depending on business needs, employees may be required to work, either on a permanent or temporary basis, at another location within the region specified on their Personal Employment Statement.
- 7.2 Vodafone may also require employees to travel domestically and/or internationally to carry out the duties of their role.
- 7.3 If you are directed by Vodafone to travel domestically outside your base region, or internationally, for business purposes, Vodafone will consider travel time as worked hours.
- 7.4 Vodafone will compensate employees for reasonable travel cost for work outside regular work region in line with Vodafone's policy.
- 7.5 Any permanent changes to location of work will be by consultation. Vodafone will provide 4 weeks minimum notice (from confirmation) for any permanent changes in location.

8. COVERAGE

- 8.1 This agreement covers full time and part time permanent employees (excluding Team Leaders, Managers and sales employees) who are or become members of Unite and who carry out roles required to operate a contact centre.
- 8.2 All members of Unite as at 5 August 2022 date would continue to be covered by this Collective Agreement
- 8.3 Vodafone will comply with its obligations under the Employment Relations Act in relation to informing new employees about the Union and/or collective employment agreement including providing the Union's contact details, via our online portal (HR Onboard).
- 8.4 Vodafone will comply with its obligations under the Employment Relations Act in relation to informing Unite about new employees who are covered by this agreement.
- 8.5 If a new employee doesn't belong to the Union and their role is covered by this agreement, Vodafone will tell them:
- About this Agreement,
 - That they may join the Union,
 - How to contact the Union,
 - That if they join the Union, they will be bound by this agreement.

Vodafone will provide an agreed form for employees to choose either:

- a. to join Unite and be covered by the collective agreement; or
- b. be employed on an individual employment agreement.

If the employee elects to join the Union, the form will be provided to the Union office and fees deductions will commence in due course.

This form will be kept on the employee's file.

9. VARIATIONS UNDER THIS AGREEMENT

- 9.1 The clauses of this collective agreement may be varied by agreement between the parties. Any variation shall be recorded in writing and signed by both parties. The Union shall not agree to any proposed variation unless it has been ratified by 50% plus 1 of votes cast by union members who are referred to in the coverage clause of this agreement.

10. REMUNERATION

- 10.1 Individual remuneration packages are shown on each Personal Employment Statement. Further details about Vodafone's remuneration are outlined in the Remuneration Policy available on Vodafone's intranet. For the avoidance of doubt, remuneration excludes any benefits (contractual or otherwise) an employee may be entitled to receive.
- 10.2 All permanent employees qualify for Vodafone's full subsidised medical insurance and life insurance.

- 10.3 Vodafone will periodically discuss performance with each individual employee. Individual performance will be taken into account for any remuneration review but may not necessarily mean an increase.
- 10.4 Salaries are paid every second Wednesday (fortnightly) by direct credit nominated by the employees. Salary is paid by direct credit into the employee's nominated bank account. Direct credits may be made outside business hours.
- 10.5 Employees acknowledge and agree that Vodafone has the right to change their salary payment cycle. Where practicable, Vodafone will provide at least 30 days' notice of such changes to remuneration prior to implementation.
- 10.6 Deductions may be made from employees' remuneration (including holiday pay and final pay) for any time lost through unexplained absences, sickness (where the employee has no sick leave), in instances of overpayment (including holiday pay paid in advance), spend above tool of trade limits, loss or damage of Vodafone property, or where on termination of employment the individual has not returned Vodafone's property or for agreed leave without pay. Any other deductions, other than matters such as court or attachment orders, will require your specific written approval.
- 10.7 Terms and Conditions superior to those in this agreement may be agreed between Vodafone and Employees.
- 10.8 The minimum rates of salary payable for the types of work covered by this Agreement are set out in Schedule 1 of the appendix.
- 10.9 The Vodafone remuneration ranges are reviewed annually using market data from external Remuneration Benchmarking companies, where the organisational composition is from various industries including publicly listed, multinationals and the general market. This data takes the median salaries from each survey, and takes into consideration the Consumer Price Index. Vodafone adjusts our pay ranges according to this market insight.
- 10.10 Any employee that is found to be below the minimum remuneration of the band for their role will have their remuneration adjusted to ensure they are not below the minimum remuneration of the band.

11. KIWI SAVER

- 11.1 Vodafone is required by law to automatically enrol you into Kiwi Saver Superannuation Scheme, but you are entitled to opt out if you do not wish to become a member of the scheme. Should you enrol, Vodafone will contribute a minimum of 4% of your base pay to this scheme.
- 11.2 Your personal contribution will be a minimum of 3% of your base salary in accordance with the regulation of the Kiwi Saver Scheme.

12. HOURS OF WORK

- 12.1 The hours of work applicable to individual employees will be detailed in their Personal Employment Statement.
- 12.2 Any variation to your hours (including part -time hours) are to be agreed with your manager or via a consultation process. You may be requested to work outside these agreed hours.
- 12.3 Vodafone is a 24 hour, 7-day a week business. Employees under this agreement are required to participate in a roster. Rosters are managed in line with policy and may be altered from time to time to meet the needs of the Vodafone as outlined in individual employees' Personal Employment Statements.
- 12.4 Vodafone is required to give the employee a minimum four weeks' notice for any permanent changes to individual's hours of work.
- 12.5 Any permanent variations to rostered hours (including requests for part-time working) must be agreed between the individual and their manager in writing.
- 12.6 If Vodafone needs to cancel a shift for which an employee is rostered, the employee will be given at least 48 hours' notice. In the event that Vodafone does not give the employee 48 hours' notice, the employee will be paid their usual remuneration deemed as relevant daily pay for the cancelled shift. The employees and Vodafone agree that the amount of compensation provided for in this clause is reasonable.
- 12.7 Vodafone employees can discuss and mutually agree a formal or informal flexible working arrangement with their people leader, including (but not limited to) their hours of work and ability to work from home.

13. ADDITIONAL HOURS

- 13.1 If additional hours of work over and above an employee's rostered hours are offered to employees the additional hours of work will be paid at normal hourly rates (i.e. T1). The availability of additional hours and their associated rates are at the discretion of Vodafone.
- 13.2 Any additional hours exceeding contractual hours must be by mutual agreement

14. BREAKS

- 14.1 Employees will be entitled to rest and meal breaks in accordance with the Employment Relations Act 2000. Vodafone can agree on the times at which the employee is to take rest breaks and meal breaks during the employee's work period. At Vodafone's discretion it may provide extra break time if it sees fit.

Work duration (hours)	Breaks provided
2.00 to 4.00	1 x 15 minute paid rest break

4.01 to 6.00	1 x 15 minute paid rest break 1 x 30 minute unpaid meal break
6.01 to 10.00	1 x 15 minute paid rest break 1 x 30 minute unpaid meal break 1 x 15 minute paid rest break
10.00 to 12.00	1 x 15 minute paid rest break 1 x 30 minute unpaid meal break 1 x 15 minute paid rest break 1 x 15 minute paid rest break
12.01 to 14.00	1 x 15 minute paid rest break First 30 minute unpaid meal break 1 x 15 minute paid rest break 1 x 15 minute paid rest break Second 30 minute unpaid meal break
14.01 to 16 hours	1 x 15 minute paid rest break First 30 minute unpaid meal break 1 x 15 minute paid rest break 1 x 15 minute paid rest break Second 30 minute unpaid meal break 1 x 15 minute paid rest break

15. HIGHER DUTIES ALLOWANCE

- 15.1 When an employee agrees to temporarily carry out higher level or additional duties the employee and their manager will agree additional duties, duration and if the employee is eligible for any recognition payment prior to undertaking these duties.
- 15.2 When an employee mutually agrees to temporarily carry out the duties of higher level role, they may qualify for a Higher Duties Allowance subject to the following conditions:
- Mutually agreed between the employee and their manager and the Head of Department and Human Resources in writing.
 - The period of time the employee carries out the duties is for a minimum of three months
- 15.3 The individual's KPI's would be adjusted to reflect the change duties.

16. INFANT FEEDING

- 16.1 Vodafone will comply with its obligations under the "Act" to provide appropriate infant feeding facilities and unpaid breaks for infant feeding during a work period.

17. ANNUAL LEAVE

- 17.1 On the completion of 12 months' continuous service, employees will become entitled to 4 weeks' annual holiday per annum. This is inclusive of and not in addition to employees' entitlement under the Holidays Act 2003 and its amendments.

- 17.2 Employees may take holidays up to their current entitlement with the prior approval of their manager. In considering whether to approve holiday leave, the manager will take into account the needs of the business (Including adequate staffing levels)
- 17.3 All annual leave is paid in accordance with the Act.
- 17.4 Annual leave payment can be paid prior to the holiday taken for the period which the holiday is taken as if requested and approved, otherwise employees will be paid for an annual holiday taken in the pay that relates to the normal pay period during which the holiday is taken. Employees are entitled to take a single block of two weeks' leave in one year, where a week is defined as Monday to Sunday.
- 17.5 A week is defined as 40 hours for purposes of calculating annual leave for a full time employee.

18. PUBLIC HOLIDAY

18.1 The Holidays Act 2003 and its amendments define the following days as public holidays.

- Christmas Day
- Boxing Day
- New Year's Day
- Day After New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The Birthday of the Reigning Sovereign (Queen's birthday)
- Labour Day
- Provincial Anniversary
- Matariki

18.2 Vodafone will comply with the current legislation when calculating the payment of public holidays and provision of alternative holidays and pay employees accordingly.

18.3 Employees agree to work on a public holiday if required to do so. Employees will not work on a public holiday unless rostered on or specifically requested to do so by their manager. Vodafone will comply with the current legislation when calculating the payment of public holidays and provision of alternative holidays and pay employees accordingly.

18.4 Whilst required by legislation, if an employee is required to work on a public holiday, Vodafone will pay the employee for hours worked at time and a half (based on the greater of the employee's relevant daily pay rate and average daily pay rate). If the employee works on a public holiday that would otherwise be a working day for that employee, they will also receive an alternative holiday of 1 day, to be taken at a later date.

18.5 When applying to take an alternative holiday, employees must give Vodafone 14 days' notice in writing. Vodafone will take into account the needs of the business (including adequate staffing levels) when requesting this leave.

19. SICK LEAVE

- 19.1 Employees will be entitled to 10 days' paid sick leave from their first day of service. For each subsequent 12 months of current continuous service, employees may take up to 10 days' paid sick leave. The above entitlements to sick leave are inclusive of and not in addition to employees' entitlements under the Holidays Act 2003 and its amendments. Sick leave may be used when the employee is sick or injured. Employees will comply with Vodafone policies regarding the processing of sick leave. Vodafone reserves the right to withhold payment for sick leave until the employee provides proof of sickness or injury where required to do so. Employees agree that deductions may be made from their remuneration for any sick leave taken where they have no sick leave entitlement after consultation with the employee.
- 19.2 Sick leave may be taken when the employee's spouse or partner is sick or injured.
- 19.3 Sick leave may be taken when a person who is dependent on the employee for care is sick or injured.
- 19.4 Sick leave may be taken when an employee needs to proactively support their wellbeing by taking time to mentally or physically recover or reset.
- 19.5 Any unused sick leave may be accumulated from year to year to a maximum of 60 days in total. Unused accumulated sick leave is not paid out on termination of employment.
- 19.6 If Vodafone is unable to accommodate an employee's sickness absences, it may terminate the employee's employment even if the employee still has sick leave outstanding. Vodafone will follow a fair and reasonable medical incapacity consultation process.
- 19.7 If an employee intends to take sick leave, they must notify their manager before they are due to start work on the day that leave is to be taken or if that is not practicable, as early as possible after that time.
- 19.8 An employee may be required to produce proof of sickness or injury if the sickness or injury is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.
- 19.9 In addition, Vodafone may require the employee to produce proof of sickness or injury within 3 consecutive days, in which case Vodafone will inform the employee as early as possible that the proof is required and meet the employee's reasonable expenses in obtaining the proof.
- 19.10 Employees who have received formal letters of expectations or warning regarding their attendance levels may also be required to provide proof of sickness for any absence, regardless of the duration. If a medical certificate is required or absence within 3 consecutive days, Vodafone will meet the employee's reasonable expenses in obtaining the medical certificate.
- 19.11 Vodafone reserves the right to withhold payment for sick leave if the absence is not reported correctly, or until the employee provides proof of sickness or injury where

required to do so. Employees agree that deductions may be made from their remuneration for any sick leave taken where they have no sick leave entitlement after consultation with the employee.

20. BEREAVEMENT LEAVE

20.1 Employees may take bereavement leave from their first day of service as follows.

20.2 5 days on the death of a;

- Spouse;
- Partner;
- Parent;
- Child;
- Brother;
- Sister;
- Grandparent;
- Grandchild;
- Parent – in – law
- Miscarriage or stillbirth (including that of a partner) or in the case of surrogacy or adoption if the pregnancy ends by miscarriage or stillbirth.

1 day on the death of any other person or beloved pet where Vodafone accepts the employee has suffered bereavement. Factors Vodafone will take into consideration include if there is close association or funeral/cultural responsibilities.

21. EMPLOYMENT RELATIONS EDUCATION LEAVE

21.1 Employees who are eligible for Employment Relations Education Leave and are allocated this leave by Unite will receive relevant daily pay for every day or part day taken.

21.2 Leave entitlement and allocation will be managed in accordance with the requirement of the Act.

22. FAMILY VIOLENCE LEAVE

22.1 We will support team members who may be victims of domestic violence by allocating up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day.

22.2 Affected employees can also request in writing a short-term (up to two month) variation of their working arrangements for the purpose of assisting the employee to deal with the effects of being affected by family violence.

22.3 If you do not want to inform your people leader of your circumstance, our Health & Safety team will let your people leader know that you'll be taking some time off and will ensure the reason is kept confidential unless you choose to tell them.

23. OTHER LEAVE

- 23.1 All other type of leave are in accordance with legislation and as outlined in Vodafone's policies e.g. Jury duty and Parental leave

24. UNION ACCESS

- 24.1 Union representatives shall be granted access in accordance with the Act, its amendments and protocols agreed between the Employer and the Union.
- 24.2 Union representatives shall:
- Have regard to normal business operations in the workplace
 - Comply with existing reasonable procedures in regard to safety, health and security; and
 - As a courtesy, inform the company of the nature of the visit.
- 24.3 Where practicable, a notice board shall be available for Union notices.
- 24.4 In accordance with the Act, delegates shall have access to use technology such as email, the internet and intranet sites as a means to accessing information and making it available to union members. During work hours, members must use these resources primarily for business communications, and reasonable use must be applied to any personal communication (including all communication regarding union matters) and Vodafone's best interests taken into account.

25. UNION MEETINGS

- 25.1 Employees under this agreement will be entitled to attend at least two union meetings per annum to a maximum duration of two hours per meeting on full (ordinary) pay.
- 25.2 Unite will provide Vodafone with 14 days' written notification of any meeting.
- 25.3 Vodafone will make appropriate arrangements with the union regarding attendance to ensure that the operation of the business is not adversely affected.
- 25.4 All other provision under the clause will be managed in accordance with the Act.

26. UNION MEMBERSHIP FEES

- 26.1 Employees under this agreement consent to Vodafone's deduction of union membership fees from the employee's salary as agreed and directed by Unite.
- 26.2 Vodafone will pass on all deduction union membership fees to Unite as agreed upon by Vodafone and Unite.

- 26.3 Vodafone shall each pay period deduct membership dues from the wages of members of the Union who are bound by this Agreement as per Unite's fees structure.
- 26.4 Vodafone shall remit all deducted fees to Unite each pay period. This remittance shall be made as a single bulk direct credit to Unite's bank account with an identifying reference.
- 26.5 Vodafone shall also email to the Unite office a schedule in the form of a spreadsheet each pay period detailing:
- An employee identifier
 - The employee's name
 - The date the deduction was made
 - The value of the deduction
- 26.6 Either as part of this schedule, or separately; Vodafone shall also email to the Unite office a schedule detailing any members who have terminated employment with Vodafone. This schedule will contain the following details:
- An employee identifier
 - The employee's name
 - The date the employee terminated employment with Vodafone

27. EMPLOYEE DELEGATES

- 27.1 Vodafone will recognise employee delegates by allowing them reasonable time to conduct union business without loss of (ordinary) pay.
- 27.2 Any delegate required to attend to union business must do so providing reasonable notice and in consultation with their Vodafone Manager to avoid unnecessary disruption to the business.
- 27.3 Should any delegate be required to attend offsite union meetings Unite will provide Vodafone with written notice to enable Vodafone to effectively manage its business.

28. VODAFONE'S POLICIES, PROCEDURES AND GUIDELINES

- 28.1 Employees must comply with Vodafone's current policies, procedures and code of conduct, which are available at all times on the intranet. Vodafone is able to change its policies and procedures from time to time and, Vodafone will consult with employees and the union when changes are made.

29. MISREPRESENTATION

- 29.1 Each employee agrees that to the best of their knowledge:
- All representations, whether oral or in writing, made by the employee as to qualifications and experience in applying for their position with Vodafone are true and complete.
 - They have not deliberately failed to disclose any matter which may have materially influenced Vodafone's decision whether to employ them.

- 29.2 If, in entering into this agreement, Vodafone has relied upon individual employee's statement and representation in relation to skills, knowledge and history and the individual has provided Vodafone with incorrect information or failed to provide Vodafone with information when required, this may be regarded as serious misconduct which may result in disciplinary action.

30. STANDARDS OF CONDUCT

- 30.1 Employees must not conduct themselves in a way which adversely affects, or is reasonably likely to adversely affect Vodafone or any Related Company or other employees, or the property, reputation or working conditions of any of them.
- 30.2 Employees will, when using social media, ensure they are aware of and abide by Vodafone's Code of Conduct and Vodafone's Social Media Policy.

31. VODAFONE PROPERTY

- 31.1 Vodafone property, including all documents and any mobile or other equipment or vehicles provided to employees to enable them to perform their job, remain the property of Vodafone and must be returned at any time if requested or on termination of employees' employment. Employees must look after Vodafone property and they agree that reasonable deductions may be made from their remuneration for intentional or negligent loss of or damage to Vodafone property, not including reasonable wear and tear.

32. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION

- 32.1 If any employment relationship issue or concerns arise, employees are encouraged to talk to their manager as soon as possible or, failing a satisfactory resolution or if appropriate, to Human Resources.
- 32.2 If required, the Mediation Service of the Ministry of Business, Innovation and Employment is able to assist the parties to resolve employment relationship issues.
- 32.3 Additional support is also available through the Employee Assistance Programme.
- 32.4 If Vodafone considers that an employment relationship problem exists Vodafone may request that an employee attends mediation in an attempt to resolve that problem (Mediation is a voluntary process).
- 32.5 If an employee believe they have personal grievance, they must raise the grievance with Vodafone within 90 days, beginning with the date of the alleged action given raised to the grievance, or coming to the employee's notice, whichever is the later.
- 32.6 If an employee raise the grievance outside the 90 day period, and Vodafone does not consent to waive the time limit, the employee can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that the delay in the raising the grievance was caused by exceptional circumstances.

- 32.7 Details of these processes are outlined on the Vodafone intranet..
- 32.8 If any employment relationship issues or concerns arise employees are encouraged to talk to your manager as soon as possible or, failing a satisfactory resolution or if appropriate, to their manager's manager and /or Human Resources.

33. OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

- 33.1 Employees will inform Vodafone of any other employment or significant commitment that may affect their ability to perform their role competently and safely.
- 33.2 Employees agree that they will not, at any time during their employment, carry on or be connected, engaged, or interested, or either directly or indirectly or alone or with any other person or persons (whether as principal, partner, agent, director, shareholder, employee or other), in any business which conflicts or competes with the business of Vodafone in New Zealand or Australia.
- 33.3 This will not prevent employees from acquiring or holding shares entitled to employee to less than 5% of any voting rights in any publicly listed company whose business so competes or conflicts.
- 33.4 Employees agree that the purpose of this clause is to protect confidential information belonging to Vodafone and individuals' health and safety.

34. CONFIDENTIALITY AND OWNERSHIP OF WORK

- 34.1 All information about Vodafone and any Related Company, its business, customers and processes is to be kept strictly confidential.
- 34.2 Employees must not disclose this information to any third party or use it outside Vodafone, other than as part of their usual and accepted duties as an employee of Vodafone.
- 34.3 Employees may not use any information for their personal benefit.
- 34.4 Confidential Vodafone and any Related Company business must not be discussed in public, during social occasions or on social media forums.
- 34.5 Employees' obligation of confidentiality continue even after they cease to be employed at Vodafone.
- 34.6 Employees agree that they have told Vodafone about any existing confidentiality obligation they may have to other people or companies.
- 34.7 If, during and by reason of an employee's employment at Vodafone, they discover or developed any inventions, formulae, techniques or the like ('Inventions'), they agree that these Inventions belongs to Vodafone. Employees agree to assign an interest in Inventions to Vodafone, which they irrevocably appoint as attorney for this purpose. Employees agree to help Vodafone (at Vodafone's cost) to obtain any patent or similar

protection for the inventions. If the Inventions are of no value to Vodafone and Vodafone notifies the employee of this, this paragraph will not apply.

35. INSIDER TRADING

- 35.1 Employees may not trade in, get somebody else to trade in or communicate information to somebody else (including);
- Spouse
 - De facto partner
 - Children at home
 - Family trusts
 - Companies
 - Other close associates

Who likely to trade in, the securities of Vodafone New Zealand, any Related Company, its listed subsidiaries, its current or prospective business partner, while in possession of price sensitive inside information in relations to any of these entities.

- 35.2 Price sensitive inside information is information which is not readily available to the market and which, if the information was publicly available, may affect the price of the securities one way or the other.
- 35.3 Employees should refer to the Hub and Vodafone policies for a full explanation of their obligation in relations to insider trading.

36. LEAVING VODAFONE

- 36.1 If any employee decided to leave Vodafone, they will be required to give at least one months' notice to their Manager in writing.
- 36.2 If any other notice period applies, it will be stated in the Personal Employment Statement.
- 36.3 Vodafone will at its discretion consider an employee's request to leave in a shorter time period, however it will depend on operational requirements and the employee's individual circumstances, and the employee will not be paid in lieu of notice.
- 36.4 If an employee does not give the required contractual notice, Vodafone reserves the right to deduct an amount equivalent to payment for the notice period from payments due to them. Employees agree that this may include deduction of any monies that have accrued including wages, earned commission and/or any accrued holiday pay entitlements. If their final pay is not sufficient to cover the payment the employee agrees to pay the difference to Vodafone within 7 working days. Vodafone reserves the right to take any necessary legal steps to recover the monies due.
- 36.5 At its discretion, Vodafone may pay employee in lieu all or part of their notice.
- 36.6 If Vodafone needs to give notice of termination for any reason, a minimum of 1 months' notice will be given. If any other period applies, it will be stated in employee's Personal Employment Statement.

- 36.7 Vodafone may, at its discretion;
- Required an employee to work as directed for the whole or part of their notice period, either at their normal place of work or from home. (Also known as Garden Leave)
 - Require that the employee remains willing and able to work for the whole or part of the notice period, or either at their normal place of work or at home. (Also known as Garden Leave)
 - Require that the employee cease working and does not provide any service to Vodafone from the date notice is given or a date nominated by Vodafone within the notice period (Also known as Garden Leave).
- 36.8 In each of the cases, as long as the employee remains an employee, Vodafone will continue to provide their usual fixed remuneration during the notice period unless otherwise agreed in writing between the employee and Vodafone.
- 36.9 While remaining employed by Vodafone, employees remain bound by their obligations as employees, including their duties of trust, confidentiality and fidelity.
- 36.10 Notwithstanding the above Vodafone may terminate an employee's employment without notice (or payment in lieu of notice) where the employee commits any act of serious misconduct or repeated acts of misconduct.
- 36.11 In the event an employee is unable to properly perform their duties in a reliable manner on an ongoing basis by reason of injury, illness, accident, medical incapacity or otherwise Vodafone may, after following a fair process, terminate their employment by giving notice in accordance with this clause.
- 36.12 Where an employee's employment is terminated under this clause, the employee will comply with the Restraint of Trade clause for the period set out in their Personal Employment Statement.
- 36.13 Where an employee leaves Vodafone, Vodafone will pay the employee any outstanding monies and holiday pay (including alternatively holidays) within 14 working days of their actual last working day.
- 36.14 Employees agree that Vodafone may withhold all or part of their final pay until any Vodafone property in their possession is returned. If an employee's final pay is insufficient to cover any monies due to Vodafone, the employee agree to will reimburse Vodafone for the balance owing within 14 working days. Vodafone reserve the right to take any necessary legal step to recover the monies due.
- 36.15 Vodafone also reserve the ability to place an employee on Garden Leave (as defined earlier in their clause) in the event that the employee is offered and accepts employment with an organisation whose business creates a conflict of interest with the business of Vodafone.

- 36.16 If the employee is absent from work for more than three consecutive working days without notification or reasonable excuse, the employee may be deemed to have abandoned their employment.

37. Disciplinary Process

- 37.1 Before deciding whether to go ahead with a disciplinary investigation we may carry out an initial investigation. The purpose of any initial investigation will be to get an understanding of the facts relating to any allegation against you. The nature of the initial investigation will depend on the circumstances, but may include meeting with you and any witness/es, and reviewing relevant documentation. An initial investigation will not necessarily lead to a formal disciplinary investigation process, but it may, if it is necessary.
- 37.2 When an allegation of misconduct or serious misconduct arises, Vodafone is likely to commence a formal disciplinary investigation process. In that case, the employee will be formally invited to attend one or more disciplinary investigation meetings to discuss the allegation/s.
- 37.3 At any disciplinary investigation meeting, the allegation will be explained, and the employee will be given the opportunity to respond. Vodafone will consider the employee's explanation and all of the relevant information before making any decisions about whether the allegations are substantiated and what, if any, disciplinary action may be appropriate in the circumstances.
- 37.4 Following the disciplinary investigation, if the employee's explanation is accepted, or if the allegations are otherwise not substantiated, Vodafone may decide to take no further action. However, if the allegations are substantiated, Vodafone may consider whether disciplinary action is fair and reasonable in the circumstances.
- 37.5 Where serious misconduct has occurred, dismissal without notice may be appropriate. For less serious instances of misconduct or continued unsatisfactory performance, a first written warning may be issued. Where the misconduct is repeated the employee may receive a final warning and then their employment may be terminated on notice. Termination for repeated misconduct is not limited to repetition of the same type of misconduct. If the misconduct is considered serious misconduct this may result in disciplinary action up to, and including termination without notice. .
- 37.6 Vodafone will confirm any decision to take disciplinary action in writing, and the decision will clearly identify the reason for the decision and the breach committed. If the disciplinary action is a warning or final warning it will also outline any change in behaviour or performance that is required.

38. SUSPENSION

- 38.1 Vodafone may suspend an employee from the performance of all or any of their duties pending investigation of serious misconduct or gross negligence; or in any situation that Vodafone deems it necessary. Where Vodafone propose to suspend an employee, Vodafone will consult with the employee prior to suspension.

- 38.2 If an employee is suspended, then unless employment is terminated under this Agreement;
- Their remuneration will not cease to be payable due to their suspension or exclusion (subject to the clause below); and
 - The employment relationship will continue and the employee will continue to be bound by this Agreement.
- 38.3 If the suspension continues beyond the five working days for any reasons beyond Vodafone's control (such as a police investigation into the employee's conducts) Vodafone may at its discretion continue the suspension without pay.

39. REDUNDANCY

- 39.1 In the event that an employee's employment is to be terminated by reason of redundancy, the employee shall be provided with one month's notice in writing (as per the notice period set out in your Personal Employment Statement).
- 39.2 At the end of the notice period the employee will then receive redundancy compensation (subject to clause 44 Employee Protection Provision) as follows:
- 6 weeks' salary for the first year of service plus 1 week's salary for each subsequent 6 months of completed service, capped at a maximum of 26 weeks.
- 39.3 For the purpose of redundancy calculation, 'salary' is defined as annual base salary and excludes any other remuneration components;
- 39.4 If the employee is in a commissioned role, for the purposes of redundancy calculation, "salary" is defined as the employee's annual base salary plus the lesser of on-target commission or an average of the actual commission paid for the previous three months and excludes any other remuneration components.
- 39.5 Note; in certain circumstance Vodafone may ask an employee to leave as soon as notice of redundancy has been given. In this event, Vodafone will pay the employee in lieu of notice (see Clause 40 – "Leaving Vodafone").
- 39.6 An employee will not be entitled to redundancy compensation or notice if:
- Vodafone offers the employee a suitable alternative position (or any other permanent position with the employee is willing to accept); or
 - At the employee's own initiative they are successful in obtaining permanent employment within any Related Company where their service is recognised as continuous.
- 39.7 If an employee should return to work with Vodafone or commence employment with any Related Company within a 12 month period of their last working day, they will be required to pay back any redundancy compensation paid to them. Any exception to this would be made on a case by case basis and require approval by the HR Director.

- 39.8 For employees who were Unite members from 2011, and covered by this agreement, and continuously employed at Vodafone from 2011, the 26 week cap will not apply.

40. EMPLOYEE PROTECTION PROVISION

- 40.1 If Vodafone is contemplating restructuring its business so that an employee's role may become redundant with Vodafone but the duties continue to be carried out for Vodafone by a third party, during negotiations with the third party Vodafone will raise with them the possibility of them offering the employee ongoing employment, including consideration that the employee may be transferred on substantially similar terms and conditions of employment.

- 40.2 Where the third party does not offer individual employment, Vodafone will advise the employee of their entitlements, which will be set out in this Agreement.

An employee will not be entitled to redundancy compensation or notice if, for any reason, their role with Vodafone, or a similar role, is to be carried out by a new employer, and:

- The employee is offered employment with that new employer in the same or a similar role, on remuneration substantially similar to that enjoyed at Vodafone (excluding superannuation, bonus or employee share scheme); or
- The employee accepts any position with the new employer.

- 40.3 The above clause will apply in the situation where Vodafone loses a contract and a third party takes over the performance of that contract. In such circumstances, the third party will be considered 'the new employer' for the purposes of the above clause.

41. MEDICAL ASSESSMENT

- 41.1 Employees agree that Vodafone may require them to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by us:

- If an employee has been absent from work due to a condition, illness or injury; or
- In the course of assessing whether the employee is capable of performing their duties in terms of this Agreement; or
- If Vodafone considers, in its opinion, that an employee's physical and/or mental health, state or condition may be affecting their ability to perform their duties under this Agreement safely and effectively, or they pose a risk to themselves or others.

- 41.2 Vodafone will meet the costs of the requested medical examination or assessment and employees agree that the results of any such medical examination or assessment shall be copied to us.

42. HEALTH AND SAFETY

- 42.1 To maintain a safe working environment employees are required to comply with Vodafone's Health and Safety rules and procedures and take all practicable steps to

ensure their fitness for work and safety and safety of others in the workplace. This includes being familiar with and following Vodafone's safe work practices.

- 42.2 Employees must report all potential hazards, near misses, and incidents to management and co-operate in assisting Vodafone to reduce, minimise and monitor hazards.
- 42.3 Vodafone may suspend an employee on pay where, because of a condition, illness, or injury, it believes that the employee constitutes an immediate hazard to themselves, or to others.
- 42.4 Health and Safety representatives will be elected / nominated. All Vodafone employees have the right to vote in the elections and to nominate other Vodafone employees for the election.
- 42.5 Vodafone will notify the union when the Health and Safety elections/ nominations are held.
- 42.6 A Health and Safety notice board will be available for employees to access.

43. COMMUNICATION

- 43.1 From time to time, Vodafone may use electronic media to provide employees with information about Vodafone and its business and information regarding its employment relationship with employees, including terms and conditions or Vodafone benefits. Vodafone may also use electronic media to make an offer of change to terms and conditions of employment. Employees consent to receive communications from Vodafone or Vodafone's authorised third parties in this manner.

44. PRIVACY

- 44.1 Vodafone may collect and retain personal information concerning any aspect of any employee's employment directly from the employee or from any third party (including but not limited to referees) for any purpose related to that employee's employment (including relating to this Agreement). Under the Privacy Act 1993 (as amended or replaced from time to time), an employee has the right to access and request correction of personal information that Vodafone holds about that employee (except where an exemption applies).

In the event of a sale or other disposition (or a prospective sale or other disposition) of all or part of Vodafone's business to another entity (the purchaser), Vodafone may disclose and/or transfer personal information of a commercial nature (eg salary, leave balance) to the purchaser/prospective purchaser (as applicable).


45. ACKNOWLEDGEMENT


- 45.1 All employees covered by this Agreement agree to accept employment on the terms and conditions offered in this Agreement, their Personal Employment Statement and Letter

of Offer, and understand that those terms become their Employment Agreement, replacing and superseding all previous agreements, contracts, practices, representations, or understandings between the parties.

- 45.2 Each employee will undertake to become fully familiar with Vodafone's rules, policies and procedures including The Vodafone Code of Conduct as referred to in this Agreement, and the Code of Conduct for Vodafone Agents – Business Rules. Each employee accepts that they will observe these fully during their employment.
- 45.3 In accordance with Part 3 of the Health and Safety at Work Act 2015, Vodafone's Policies set out each employee's rights and obligations regarding their participation in Health and Safety Management. Each employee agrees to become familiar with this policy, and acknowledges that it satisfies their right to be involved in these matters.
- 45.4 Each employee acknowledges that any breach of any of the policies, procedures or Code of Conduct or the clauses contained in this Individual Employment Agreement may result in disciplinary action.
- 45.5 Each employee declares that they do not have any disability, medical condition, injury or illness which may affect their ability to carry out their duties and responsibilities under this Agreement, that the information they have provided to Vodafone is true and correct to the best of their knowledge and belief, and that they have not provided any false or incomplete information, nor have they failed to disclose any matter which may have materially influenced Vodafone's decision to employ them.

Signatures:

Signed:  _____ Date: 30/8/22 _____
Unite Union

Signed:  _____ Date: 30/08/22 _____
Vodafone

Appendix

Schedule 1: Annual Salary Review and Remuneration

As per Clause 10.9, the Vodafone remuneration ranges are reviewed annually using market data from external Remuneration Benchmarking companies, where the organisational composition is from various industries including publicly listed, multinationals and the general market. This data takes the median salaries from each survey, and takes into consideration the Consumer Price Index. Vodafone adjusts our pay ranges according to this market insight.

These ranges are then used to guide remuneration and Annual Salary Review (ASR). The ASR budget is allocated based on the principles below:

- The approved salary review budget is focused on delivering fair, equitable and competitive pay outcomes for our people, and rewarding higher performance.
- Our market leading benefit offerings remain (e.g. fully subsidised life insurance, health insurance for employees and their whanau, additional contribution to retirement savings, mobile and broadband discounts).

Prioritisation for Salary Reviews

We prioritise our approved salary review budget as per the below:

1. Relative internal equity across teams – addressing unexplained gaps that isn't the result of differentiated performance
2. Employees paid close to minimum market rates
3. Employees paid low compared to our market insights
4. Performance in role

Whilst the minimum wage rates for bands are outlined below, this does not indicate the actual rate of pay for Vodafone employees. Vodafone will review wage rates as part of Annual Salary Review and to ensure compliance with any subsequent increase in the Minimum Wage and market insights.

Band	Minimum rates of remuneration
J Band	\$46,160 per annum 1FTE Core only
I Band	\$58,880 per annum 1FTE Core only