

***Collective Employment Agreement
Between Unite Workers Union & Baycorp (NZ) Ltd***

Version - Final

1 April 2019 - 31 March 2020

TABLE OF CONTENTS

COLLECTIVE EMPLOYMENT AGREEMENT	1
<i>Between Unite Workers Union & Baycorp (NZ) Ltd.....</i>	<i>1</i>
1 PARTIES	3
2 COVERAGE	3
3 APPLICATION	3
4 TERM OF THE AGREEMENT	3
5 SAVINGS.....	4
6 VARIATIONS.....	4
7 EMPLOYMENT LEGISLATION	4
8 HR GUIDELINES.....	4
10 DUTIES, WAGES AND ALLOWANCE.....	4
11 BONUS SCHEDULE.....	5
12 REMUNERATION	5
13 INDUCTION PERIOD	5
14 EMPLOYMENT STATUS	6
15 HOURS OF WORK	6
16 SPAN OF HOURS	6
17 OVERTIME.....	6
18 REST AND MEAL BREAKS.....	7
19 MEAL ALLOWANCE	7
20 NOTICE OF ROSTERS.....	7
21 PUBLIC HOLIDAYS	7
22 ANNUAL HOLIDAYS.....	8
23 SPECIAL HOLIDAYS FOR LONG SERVICE.....	8
24 PERSONAL LEAVE (SICK AND CARERS LEAVE)	8
26 BEREAVEMENT/TANGIHANGA LEAVE.....	9
27 PARENTAL LEAVE.....	10
28 JURY SERVICE LEAVE.....	10
29 TERMINATION OF EMPLOYMENT.....	10
30 ABANDONMENT OF EMPLOYMENT	10
31 MEDICAL EXAMINATION.....	11
33 SUMMARY DISMISSAL	11
34 SUSPENSION	12
35 EMPLOYEE PROTECTION PROVISION.....	12
36 REDUNDANCY	12
37 HEALTH AND SAFETY	13
38 TRAINING.....	14
39 ROLE OF THE UNION	14
40 MEMBERSHIP.....	14
41 UNION MEETINGS.....	14
42 RENEGOTIATION OF THIS AGREEMENT.....	15
43 COPYRIGHT	15

APPENDIX A: BAYCORP GROUP MERIT MATRIX CY17 REMUNERATION REVIEW

APPENDIX B: MARKET TFR RATES (NZD)

APPENDIX C: COMPLIANCE WITH THE TRADE PRACTICES ACT AND THE FAIR TRADING ACT

1 PARTIES

1.1 This is a Collective Employment Agreement made pursuant to the Employment Relations Act 2000. The parties to this Collective Employment Agreement ("Agreement") are:

- Baycorp (NZ) Limited ("the employer"); and
- Unite Incorporated ("the union").

2 COVERAGE

2.1. This Agreement shall cover all employees who are, or become, members of the union employed by the employer in New Zealand, and who are employed (except in a managerial or specialist category) in sales and service, collections, legal and field and support areas. Changes to a position title or a small number of duties, during the term of this Agreement, will not exclude an employee from being covered by this Agreement.

2.2. Any new classification (except managerial or specialist categories) created as a result of the changing requirements of the business and provided that they fall into the one of the above groups during the term of this Agreement may be included within the coverage of this Agreement.

New roles may be excluded from coverage for the following reasons, but not limited to:

- a unique skill set;
- leadership responsibilities; or
- the need for commercial restraints.

These criteria are not fixed and may be expanded by the employer to cater for changes to business demands. All other roles may be considered for inclusion.

3 APPLICATION

3.1 This Agreement binds and is enforceable by:

- The Union and employer party to this Agreement.
- Employees who are employed by the employer in New Zealand, who are or become members of the union, and who are covered by this Agreement.

4 TERM OF THE AGREEMENT

4.1 This agreement shall take effect from 1 April 2019 and be in effect for a 12 month period to 31 March 2020 inclusive.

4.2 Increases during this period will be based on a combination of performance and market movement as determined by the overall company position to the market. Increases for CY19 review are determined by the attached merit matrix (Appendix A) approved by the Baycorp Group Board.

Increases will be paid effective:

1 April 2019

5 SAVINGS

- 5.1 Nothing in this Agreement shall operate so as to reduce the average gross weekly earnings or conditions applying to the earnings of the employee prior to 31 March 2020.

6 VARIATIONS

- 6.1 This Agreement may be varied, by agreement in writing, between the employer and union and with the agreement of the affected employees as appropriate. A variation requires the agreement of a majority of the affected employees. Both parties will hold copies of the "Variation to the Agreement". In the event of no agreement being reached, the provisions of the Agreement shall apply.

7 EMPLOYMENT LEGISLATION

- 7.1 The parties agree to amend this Agreement to comply with any provisions of new employment legislation that may come into force during the term of this Agreement.

8 HR GUIDELINES

- 8.1 The HR Guidelines shall apply to all employees. If there is any ambiguity or a conflict between the provisions of the HR Guidelines and this Agreement, then the terms in this Agreement shall apply.
- 8.2 The employer reserves the right to amend all or any of the HR Guidelines from time to time at its discretion. The employer will use reasonable means to notify the union & employees when changes to the HR Guidelines are made.

9. NEW EMPLOYEES

- 9.1 The Employer will notify the Union of inductions, and allow 15 minutes for an introductory session.
- 9.2 The recognized union delegate will write to the new employee and provide the new employee with information about the union, including that this agreement exists and that the employee may join the union.
- 9.3 The Employer will keep a copy of this Agreement available on the company intranet.

10 DUTIES, WAGES AND ALLOWANCE

- 10.1 Employees are expected to carry out the duties and responsibilities set out in the employee's position description, including those duties and responsibilities which are commonly understood as expected of the role and such other duties as the employer reasonably requires the employee to perform including duties for other companies owned by Baycorp Group of Companies.
- 10.2 In carrying out the duties, an employee will:
- Carry out and comply with all reasonable instructions and directions given to the employee by his/her manager or other authorised persons;
 - Perform his/her duties to the best of the employee's abilities;
 - Devote him/herself to the duties of the role during rostered hours.
 - Will ensure the prescribed Compliance training is kept up to date and applied in workplace
 - Strict compliance with the Company's instructions and training with regard to the following Acts; Trade Practices Act 1974 (Australia); The Privacy Act 1988 (Australia); the Fair Trading Act 1986 (NZ); the Privacy Act 1993 (NZ) Refer to Appendix C

11 BONUS SCHEDULE

- 11.1 Where there is agreement to pay an Incentive, the terms and conditions of the Incentive Scheme are detailed in the Incentive Scheme Framework document found on CollectionPoint.

[CollectionPoint](#) / [My Resources](#) / [Policies, Processes, and Templates \(Documents\)](#) / [Incentive Scheme Framework](#)

12 REMUNERATION

- 12.1 Wages will be paid fortnightly by direct credit into a bank account nominated by the employee. Wages shall be credited to the nominated account/s within 48 hours of the end of the pay week, but no later than Thursday of that period.
- 12.2 All employees will have access to an electronic pay slip each fortnight, detailing the calculation of wages and the deductions made from wages. Should an employee have a query on their wage they must bring it to the notice of their Manager as soon as possible, who will be responsible to give the matter immediate attention. All bonuses, allowances and benefits are to be itemised.
- 12.3 Deductions may be made from an employee's fortnightly wages for any amount owed by the employee to the employer, including time lost through default, sickness, accident, unauthorised absence, failure to return Company property, leave, and overpayment of salary. The company will consult with the employee, prior to making deductions, and repayment schedule will be agreed between the employer and the employee. Authorised union fee deductions and any other deduction requested by the employee such as medical insurance and superannuation will be made. The intent is to assist employees with regular auto payments, but not to act as a personal banking service.
- 12.4 Employee's salaries will be reviewed annually based on the outcome of their individual PACE Next annual increase to salaries will be on 1 April 2019, and annually thereafter, subject to performance.

Performance Ratings are:

EP	Exceptional Performance
OP	Outstanding Performance
GP	Good Performance
NI	Needs Improvement
BSP	Below Standard Performance

- 12.5 Baycorp operates on the remuneration structure 'Total Fixed Remuneration' (TFR). TFR is inclusive of base salary, KiwiSaver (if applicable) and any other benefit provided. All remuneration increases are calculated on the TFR and not base salary.

13 INDUCTION PERIOD

- 13.1 Employment is subject to an initial induction period of up to 3 months in order to allow the employer to assess the employee's performance and for the employee to assess his/her satisfaction with the position. If during the induction period expectations of performance are not met, the employee will be offered coaching as described in clause 31.
- 13.2 During this period, either the employer or the employee may terminate the employee's employment by giving one week's notice. Instead of providing notice, the employer may make an equivalent payment in lieu of notice. If the employee does not give notice, the employee will pay or forfeit an equivalent amount of wages.

The employer confirms that it will act in accordance with the Employment Relations Act 2000, when taking any action pursuant to this clause.

14 EMPLOYMENT STATUS

- 14.1 Full Time Employees; full-time employees shall be paid their contractual salary or wages for 40 hours per week.
- 14.2 Part Time and Casual Employees; to meet the needs of the employers business, part-time and casual employees may be employed. Where such employees are employed in the same classification of work as full-time employees, they will receive equivalent salary or wages to full-time employees, pro-rated to actual hours worked. Employees employed under this clause shall not be used to undermine the position of full-time employees.
- 14.3 Employees are employed on a fixed term agreement in accordance with the Employment Relations Act 2000. The Employer must have genuine reasons based on reasonable grounds for specifying that the fixed term is to end, must advise when or how employment will end, and the reason for employment ending.

15 HOURS OF WORK

- 15.1 The work schedule for each employee will be specified in the individual employee's letter of appointment and may only be varied by mutual agreement between the employer and the employee.
- 15.2 An employee who requests leave to attend to demonstrable cultural obligations, or wishes to celebrate their birthday on their actual birth date, will be taken into account by the Company wherever practicable.
- 15.4 Employee's ordinary hours of work will by default be five days in the pay week of Monday to Sunday and 8 hours in any one day or 40 hours in any one pay week.
- 15.5 After the completion of the induction period and at any other time during employment, employees can apply for the following hours of work;
 - An employee's ordinary hours of work shall not exceed four days in the pay-week of Monday to Sunday and 10 hours in any one day or 40 hours in any one pay-week.

Employees should indicate their interest in the change in hours in writing to their Team Leader / Manager. Where a request can be accommodated, the employee and employer will agree to this in writing and a review of the arrangement will take place after three months to measure effectiveness for each party, prior to the arrangement becoming permanent.

The Employer will not unreasonably reject an application of an employee to change their hours of work.

16 SPAN OF HOURS

- 16.1 No employee shall be brought back to work after their day's work is finished until an interval of at least 11 hours off has been completed.
- 16.2 If an employee is required to work before an interval of 11 hours has elapsed from their previous finishing time, the work shall be deemed to be overtime and be paid or compensated for in accordance with the terms of this agreement.
- 16.3 The above clauses will not apply in the case where a roster is changed at the employee's request and such an interval cannot be given.
- 16.4 The provisions of this agreement applying to rostering span of hours and hours of work shall not apply to IT employees or those employees with whom alternative arrangements have been individually agreed.

17 OVERTIME

- 17.1 Overtime refers to additional hours that the employee is requested to work by the employer, over and above 40 hours in any pay week

- 17.2 If the employer requires an employee to work more than 40 hours in any pay week, additional hours will be paid at overtime rates, as defined in this Agreement.
- 17.3 All authorized overtime shall be calculated at 1.5 of an employee's ordinary base rate of pay.
- 17.4 Provided that an employee has submitted an approved timesheet, payment for authorized overtime shall be paid on the first pay-day following the claim.
- 17.5 Authorized overtime hours worked may be taken as time in lieu on a proportionate basis by mutual agreement. Time in lieu for overtime will be taken at ordinary time rates.

18 REST AND MEAL BREAKS

- 18.1 Employees are entitled to a 15 minute paid break after two hours and again after six hours continuous work. Additional breaks beyond 8 hours will be per the rest break clause in the respective Act.
- 18.2 Employees who have worked continuously for more than five hours, are entitled to an unpaid meal break of at least half-an-hour.
- 18.3 Tea and coffee shall be supplied free of charge at both rest breaks and meal breaks

19 MEAL ALLOWANCE

- 19.1 A special meal allowance will be paid to a full time employee who works a 40 hour week, and who work after 7.00pm. To be eligible for this allowance, an employee must work until 9pm or later on each occasion, and will need to complete each shift to be entitled to claim. The Allowance of \$20.00 will be taxed at the marginal tax rate in accordance with the IRD rules. If an employee works in excess of 9pm, an additional non-taxable meal allowance of \$20 (based on IRD rules) per completed shift will apply. If an employee works at least 2 hours in excess of an 8 hour shift, they are also eligible (based on IRD rules) to a non-taxable meal allowance of \$20, taxed at the marginal rate. To claim the meal allowance, the employee must make note of this on their timesheet for approval.

20 NOTICE OF ROSTERS

- 20.1 A weekly roster, including starting of days on, including starting and finishing times, and days off for each employee shall be displayed at least 4 weeks in advance.
- 20.2 Changes to rosters for employees within seven days may only be made by justifiable reasons relating to business operations or by agreement between the employer and affected employees.

21 PUBLIC HOLIDAYS

- 21.1 The provisions below and all others concerning public holidays are in accordance with the Holidays Act 2003 and any amendments.
- 21.2 Employees are entitled to public holidays in addition to annual leave. These days shall be those specified in the Holidays Act 2003. Where the day in question would otherwise be a working day for an employee, that employee shall be entitled to pay on that holiday.
- 21.3 The employee may be required to work on a public holiday where it falls on a day that would otherwise be a working day for that employee.
- 21.4 Employees who work on a public holiday will be paid at the rate of time and a half of the greater of relevant daily pay or average daily pay.
- 21.5 Public holidays will be observed on the days on which they actually fall as listed above. Employees are entitled to public holidays in accordance with the Holidays Act 2003. An

employee may be required to work on a public holiday that falls on a day that would otherwise be a working day for the employee

- 21.6 Where the day worked would otherwise have been a working day, the employee will also receive an alternative holiday of 1 day at a later date. The alternative holiday should be taken as paid holiday within 3 months of the entitlement accruing, at a time convenient to the employee and the employer. If not taken within 3 months, the Company will direct the employee to take the alternative holiday.

22 ANNUAL HOLIDAYS

- 22.1 After completion of one year's current continuous service, employees shall be entitled to four weeks annual holiday per annum in accordance with the Holidays Act 2003. Annual leave shall be taken by mutual agreement in accordance with the employers policies. Additional annual leave (up to 2 weeks) can be purchased in advance, in accordance with the relevant policy.

Where there is no agreement, and the employer requires an employee to take leave, at least four weeks' notice will be provided.

- 22.2 Payment for annual holidays shall be calculated in accordance with the Holidays Act 2003. For those employees on returning from Maternity or Parental leave, all annual leave is paid at the higher of average weekly earnings or ordinary weekly pay.
- 22.3 On termination of employment, an employee shall be paid out any outstanding annual leave.
- 22.4 Payment for annual holidays may be by direct credit on a fortnightly basis or by full payment. By prior request of the employee the holiday pay will be credited to their bank account on the payday preceding the commencement of his/her holiday.
- 22.5 All other conditions applying to annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 or any successor.
- 22.6 The Employer will reasonably consider applications for two blocks of 6 weeks annual leave, in a three year period with reasonable notice.

23 SPECIAL HOLIDAYS FOR LONG SERVICE

- 23.1 Employees shall be entitled to special holidays for long service as follows:
- One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of service with the employer.
 - One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of service with the employer.
 - One special holiday of four weeks after the completion of 35 years service with the employer.
- 23.2 Long service leave provided under this clause shall be paid at ordinary rates, and may be taken in one or more periods at such time or times as may be agreed by the employer and employee.
- 23.3 Long service leave must be taken within 12 months from the date it is applied, and cannot be accumulated past 12 months.
- 23.4 Should any public holiday occur during an employees' paid long service holiday then the entitlement shall be increased by one day in each instance.
- 23.5 If an employee, having become entitled to a long service holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.

24 PERSONAL LEAVE (Sick and Carers Leave)

- 24.1 Sick leave is personal sick leave and carers leave. After 6 months continuous service an employee will be entitled to 10 days paid sick leave in each subsequent year.

- 24.2 Sick leave shall accumulate up to a maximum of 50 days entitlement in total (inclusive of any sick leave the employee is entitled to under the Holidays act 2003). The employer may grant extra paid sick leave at the discretion of the employer.
- 24.3 The employer may require a medical certificate after three or more consecutive calendar days of sick leave or if the employer has reasonable grounds to suspect that sick leave is not genuine (in the latter case, the employer will meet the employee's reasonable expenses in obtaining a medical certificate).
- 24.4 An employee is required to notify the employer as soon as reasonably practicable and ideally half an hour before the employee's normal start time, of any absence due to sick leave and the expected return date to work.
- 24.5 Personal leave is provided to assist employees to take care of a dependent who is sick or injured and is unable to take care of themselves. Leave to attend to care of family members as defined in this clause is included in the 10 days Personal leave.
- 24.6 When an employee is absent for the purposes of caring for a spouse, partner, dependent child or elderly parent, reasonable medical proof may be requested in accordance with 24.3 of this agreement. If the employer requires medical proof then the employer will inform that Employee as early as possible that the proof is required.
- 24.7 If all paid Personal leave (sick and carers leave) has been exhausted, then an employee may access unpaid personal leave to care for family or household members.

25 ONE-OFF PAID LEAVE

- a) One-off paid leave of up to 5 days per annum (calendar year) is available to an employee when an unforeseeable event or circumstance occurs. One-off paid leave does not accrue and is not paid out on termination. To access One-off paid leave the employee must provide the reason for this leave. One-off paid leave is a paid leave entitlement that is not covered under the definition of Sick/Care Leave; Annual Leave and Bereavement leave
- b) One-off paid leave may be used by an employee to care for persons who are dependent on the employee for care and who are unable to care for themselves and the employee has exhausted personal leave. The employer can decline an employee when the employer has good reason to doubt the genuineness of the dependents' sickness.

26 BEREAVEMENT/TANGIHANGA LEAVE

- 26.1 An employee may take bereavement leave if the employee suffers a bereavement of a family member or someone who the employer agrees is close to the employee.
- 26.2 Bereavement leave can be taken for:
- De facto and married partners;
 - Siblings;
 - Parents;
 - Children;
 - Grandparents;
 - In Laws;
- 26.3 An employee may be eligible for up to one week's paid leave (inclusive of the 3 days leave provided for by the Holidays Act 2003), where the bereavement affects the employee or any member of the employee's family.
- 26.4 If the person is not a family member as identified above, but is close to the employee, the employer may grant the employee bereavement leave, but first needs information from the employee to evaluate the following relevant factors:
- 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 or the ceremonies relating to the death;
- Any cultural responsibilities of the employee in relation to the death.

- 26.5 In addition, an employee who is required to travel overseas may apply to take outstanding annual leave or lieu days. Consideration will be given to the necessity for this leave to be approved at short notice.
- 26.6 Employees shall give notice to the employer of their intention to take bereavement leave as soon as is reasonably practicable.
- 26.7 If an employee has less than 6 months continuous services, the above applies only for immediate family members, and proof/more information may be required.

27 PARENTAL LEAVE

- 27.1 Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and amendments. The Act provides for unpaid leave of up to 52 weeks from work for birth mothers and their partner/spouses either on the birth of a child, or the adoption of a child under the age of 5.
- 27.2 An employee's period of parental leave may include any annual leave and long service leave that the employee has available; however, the employee's total period of parental leave cannot exceed 52 weeks and must not extend beyond the employee's child's first birthday.
- 27.3 Following 12 months' continuous service, the employer will supplement any Government paid parental leave available under legislation to ensure that the staff member receives an equivalent to full salary/wage for the first 6 weeks of parental leave.
- 27.4 For partner's who wish to take paternity leave, one week of the two unpaid weeks available will be paid.
- 27.5 Further information regarding parental leave, including entitlements, can be found in the HR Guidelines or by contacting the MBIE: www.mbie.govt.nz/

28 JURY SERVICE LEAVE

- 28.1 When an employee is obliged to undertake jury service the employee's ordinary daily wage shall be paid by the employer less any compensation paid to the employee by the courts, provided that the employee advises the employer of the compensation paid by the court as daily allowance (excluding travel and parking expenses). Bonus targets will be adjusted as would the case for annual leave. Any overpayment made as a result of jury service will be deducted from the employee's pay in the next pay period, in accordance with clause 12.3.

29 TERMINATION OF EMPLOYMENT

- 29.1 Two weeks' notice of termination of employment shall be given by the employer or the employee. Final pay shall be direct credited to the employee's bank account on the pay day after termination, or earlier by mutual agreement.
- 29.2 The employer reserves the right to pay the employee in lieu of notice or alternatively require the employee to undertake reduced or alternative duties consistent with his/her abilities or require the employee not to attend the workplace during the notice period.

30 ABANDONMENT OF EMPLOYMENT

- 30.1 Where an employee is absent from work for a continuous period of three working days without the consent of their manager or without notification to their manager, and without good reason, they shall be deemed to have terminated their employment. However where an employee was unable through no fault of their own to notify their manager, they shall not be deemed to have abandoned their employment.

- 30.2 The employer shall make reasonable efforts to contact the employee during the period of any absence not notified before determining the employment has been abandoned.

31 MEDICAL EXAMINATION

- 31.1 Where the employer has reasonable grounds to believe an employee is unable to perform their duties due to ongoing sickness, the employer may, at its expense, require an employee to undergo a medical examination by a registered medical practitioner or practitioners nominated by the employer (after the employer has considered the employee's wishes in respect of the appointment of the registered medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be available to both parties.

32 FORMAL DISCIPLINE PROCEDURE

- 32.1 In the cases of unsatisfactory performance the first procedure shall be for a manager to meet with the employee informally to discuss their performance. The discussion will cover the areas needing improvement, the employee's views, an action plan and a review date. Consideration will be given to whether any further mentoring, coaching or training is reasonably required. Consequences of not improving will be discussed.

- 32.2 If there is insufficient improvement of further instances of unsatisfactory performance take place, a manager may meet again with the employees, in a formal disciplinary setting. If the performance issues continue and misconduct occurs, a manager may implement the disciplinary procedure. The various stages of the disciplinary procedure are:

- Verbal warning
- Written warning
- Final written warning
- Dismissal

The disciplinary procedure shall also be implemented outside of performance issues, in cases of misconduct or serious misconduct.

- 32.3 Before any disciplinary action is taken, the employee will be told of the reasons for the disciplinary process being implemented, including any allegations against them, given an opportunity to be heard, and the manager will consider the employee's explanation.
- 32.4 Prior to the meeting the employee shall be advised of their right to have a union representative present at the meeting. The first point for union contact details shall be the delegates; the Company will provide upon employee's request
- 32.5 All warnings shall be recorded and placed on the employee's personnel file.

33 SUMMARY DISMISSAL

- 33.1 Nothing in the above clause will prevent an employee's dismissal, in the event of serious misconduct or other cause justifying summary dismissal.
- 33.2 When an act of serious misconduct occurs, the employee shall be required to report to designated Manager at the first available opportunity to be interviewed before dismissal takes place. Human Resources must be notified prior to commencement of the investigation and consulted prior to an instant dismissal.
- 33.3 Prior to the meeting the employee shall be advised of their right to have a union representative present at the meeting. The first point for union contact details shall be the delegates; the Company will provide upon employee's request

34 SUSPENSION

Prior to the meeting the employee shall be advised of their right to have a union representative present at the meeting.

- 34.1 The employer may require the employee to undertake reduced or alternative duties consistent with his/her abilities or remain away from work, on pay, while it conducts an investigation into the employee's conduct as an employee, or performance. The employer may also ask the employee to not attend the work place until such time the matter under investigation has been finalized.
- 34.2 When an employee is suspended and asked not to attend the work place during the investigation the employee must make themselves available for meetings with the employer.
- 34.3 In exceptional circumstances, where any suspension extends beyond one month, the employer may reserve the right to suspend without pay, where the matter is beyond the employer's or the employee's control (such as a police investigation into the employee's conduct). This should not prevent the employee from redress if the investigation concludes that the member is not at fault.

35 EMPLOYEE PROTECTION PROVISION

- 35.1 If the business or assets (or part thereof) is to be restructured, sold, transferred or contracted out to another person, ("the new employer") with the effect that the employee's work (or work substantially similar to the employees' work) is to be performed by the employees of the new employer, the employer will:
 - 35.2 meet with the new employer to discuss how the restructure, sale, transfer or contracting out relates to the employees' employment; and
 - 35.3 Negotiate with the new employer as to whether the employees will transfer to the new employer and if so whether this will be on the same terms and conditions of employment.

This clause does not apply if:

- a) there is a sale or transfer of any or all of the employer's shares; or
- b) the employer is in receivership or liquidation

36 REDUNDANCY

- 36.1 For the purpose of this clause, redundancy means a situation where the employee's employment is terminated by the Employer, the termination being attributable, wholly or mainly, to the fact that the position filled by the employee is, or will become, superfluous to the needs of the employer, due to sale, transfer, merger or amalgamation of the whole or part of the employer's business; the contracting out or outsourcing of the whole or part of the employer's business; or the restructuring of all or part of the employer's business.
- 36.2 The employee will not be entitled to any notice, payment in lieu of notice, or redundancy compensation if the business or assets (or part thereof) are to be sold, transferred, restructured or contracted out and the employee is offered reasonable alternative employment by the employer or by the new employer on similar terms and conditions of employment in a position that is no less favorable to that held by the employee or on terms that the employee is willing to accept.
- 36.3 The following conditions will apply in the case of redundancy
 - All employees declared redundant shall receive four weeks' notice of the termination of their employment; or in lieu of such notice the employee shall receive four weeks' pay.
 - Redundancy compensation payments will be as follows:
 - Six weeks pay, based on the employee's ordinary rate of pay, for the first 12 months of continuous service or part thereof.

- Two weeks' pay, based on the employee's ordinary rate of pay, for each completed year or part thereof (being a minimum of 40 weeks) of continuous service thereafter and up to a maximum compensation equivalent to 28 weeks ordinary pay.
- 36.4 Employees shall not be eligible to receive redundancy compensation if they are employed on a casual or fixed term basis.
- 36.5 The employer shall give notice to the union of any potential redundancies four weeks prior to reaching any decision, for the purposes of consultation. Should redundancies be unavoidable, then the parties will agree to a redundancy process.
- 36.6 Part of the redundancy process is that volunteers shall be called for first, and the employer will consider a request for voluntary redundancy. However, where the employee's position would not be surplus to requirements, or where the employer wishes to retain the employee's skill and experience, it is the employer's prerogative to decline to accept a voluntary redundancy. Where possible, the company will consider redeployment of affected employees. Where multiple employee's skills and attributes and considered equal, the principle of last on, first off shall apply.
- 36.7 All redundancy compensation payments shall be calculated from the notified date of termination, and shall be calculated on the basis of the employee's ordinary weekly taxable earnings.
- 36.8 The payment for redundancy compensation shall be contingent on the employee remaining at, or being available for work and performing normally their assigned duties until the expiry of the period of notice.
- 36.9 In addition to redundancy payments outlined in this clause, any outstanding annual and long service leave entitlements will be paid on termination.
- 36.10 In any redundancy process, the Employer shall consider the following options for any employee whose position is redundant:
- Redeployment
 - Redundancy compensation in accordance with this agreement
 - Provision of a certificate of service
 - Outplacement counseling where appropriate

37 HEALTH AND SAFETY

- 37.1 Adequate facilities are to be made available for meal breaks and also tea/coffee breaks
- 37.2 The employee is required to comply with the employer's health and safety rules and procedures and in particular, to take all practicable steps to ensure their own fitness for work and safety and the safety of others in the place of work. The employee is required to ensure they maintain their ability to perform their duties safely and effectively. The employee must advise the employer of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely or effectively.
- 37.3 A Health and Safety Committee with a majority of employee representatives shall be established that will be responsible for monitoring health and safety issues.
- 37.4 Employee representatives on the Health and Safety Committee shall be elected annually by union members and non-union members.
- 37.5 The Health and Safety Committee shall meet regularly, and at not less than two monthly intervals.
- 37.6 Each employee representative on the Health and Safety Committee shall also be entitled to a minimum of two days paid leave each year to attend Health and Safety training courses.
- 37.7 First-aid kits shall be available in each department of the employer.

- 37.8 All employees shall receive training in fire and emergency procedures and other health and safety issues at the commencement of employment.

38 TRAINING

- 38.1 Where an employee attends a staff meeting or training program, attendance will be paid at ordinary time. Where this is on an employee's rostered day off, the employee will be paid for the time in attendance, or paid for a minimum of three hours, whichever is greater.

39 ROLE OF THE UNION

- 39.1 The parties agree that all employees have a right to choose to join the union and work together with other employees to ensure their collective interests are maintained. The parties agree to work co-operatively on matters of mutual benefit and act in good faith when dealing with matters under dispute.
- 39.2 The employer will provide reasonable access to facilities to enable recognised delegates to communicate with the union office and members. The employer will recognize up to 1 union delegate for every 10 union members, who have been formally appointed to the role of Delegate. The employer shall also allow reasonable time for delegates to carry out their duties on behalf of their fellow union members.
- 39.3 The employer shall provide the union with the use of a notice board for the posting of union notices. At the request of a union member, a union representative may accompany an employee during the formal disciplinary process.
- 39.4 Union staff should be entitled to access the employer's workplace in accordance with the Employment Relations Act 2000 and any agreed protocols.
- 39.5 With at least 14 days' notice, Union delegates attending organised and approved Union training / conference for each full day shall receive pro rata collections target if applicable.

40 MEMBERSHIP

- 40.1 The employer shall deduct membership dues from the wages of members of the union who are bound by this Agreement each pay period. This also includes the time off work on paid leave
- 40.2 The employer shall remit all deducted fees to the union office within 7 days following deduction. Such remittance shall be made as a direct credit to the union's bank account with an identifying reference.
- 40.3 The employer shall simultaneously forward to the union office via email a schedule detailing the name and address of the employees who are union members, value of their deduction; the termination date of any member who has left and details of the period covered by the remittance.
- 40.4 The union shall provide the employer with each union member's written authorisation for this deduction.
- 40.5 The employer shall not cease deducting membership dues from a union member whilst employed unless authorised in writing by the union office on the resignation of that member from the union.
- 40.6 When an employee gives notice to the employer directly the employer will forward this to the union. If the union office does not reply in 14 days the employer may action the request.

41 UNION MEETINGS

- 41.1 The employer shall allow every union member employed by the employer to attend at least 2

union meetings (each of a maximum of 2 hours' duration) in each calendar year.

- 41.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 45.1 applies.
- 41.3 The union must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting to which sub-clause 1 applies, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue. Work must resume, as soon as practical, after the meeting.
- 41.4 The employer must allow a union member employed by the employer to attend a union meeting under clause 45.1 for up to 2 hours on ordinary pay. The union must advise the employer of the duration of the meeting, and subsequently confirm in writing the names of members who attend.
- 41.5 A union delegate will be provided subject to business requirements paid leave to attend a meeting(s) as described in Section 26 consultation meetings under Section 20 or EREL leave under Part seven. Agreement to reduce targets will make at the time of the request and will be dependent upon the duration of the absence.
- 41.6 The employer will allow union delegates to meet for 1 hour per month on employment related matters. Approval to be absent from the workplace for this meeting must be obtained from the delegates manager and/or team leader – sufficient notice must be provided. On this basis the employer will agree to a pro-rating of a collection target for a full hour only.

42 RENEGOTIATION OF THIS AGREEMENT

- 42.1 The parties shall meet 60 days prior to the expiry of this Agreement and set up a process to renegotiate this Agreement for a further term in good faith.

43 COPYRIGHT

- 43.1 The contents and format of this Agreement are the property of the parties to this Agreement. This Agreement or any part of it shall not be used for any purpose other than for setting the terms and conditions of the members of the union party to this Agreement unless agreed in writing by both parties.

44 SIGNATORIES

The following are parties to this Collective Employment Agreement.

Signed:



.....
On behalf of the union

.....
On behalf of the employer

Date

Date 6 May 2019

APPENDIX A

BAYCORP GROUP MERIT MATRIX CY19 REMUNERATION REVIEW

<i>PACE RATINGS</i>	<i><80%</i>	<i>80% - 90%</i>	<i>90% - 100%</i>	<i>100% - 110%</i>	<i>110% - 120%</i>	<i>>120%</i>
<i>EP</i>	3.00%	2.80%	2.70%	2.70%	2.60%	2.40%
<i>OP</i>	2.80%	2.70%	2.65%	2.60%	2.55%	2.35%
<i>GP</i>	2.70%	2.65%	2.60%	2.55%	2.50%	2.30%
<i>NI</i>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<i>BSP</i>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<i>OTHER</i>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

APPENDIX B – Market TFR Rates (NZD)

Position	80% Percentile	Market Midpoint	120% Percentile
Cashier	\$ 43,756.80	\$ 54,696.00	\$ 65,635.20
Client Services Representative	\$ 42,453.60	\$ 53,067.00	\$ 63,680.40
Correspondence Administrator	\$ 34,005.60	\$ 42,507.00	\$ 51,008.40
Legal & Field Resolution Specialist	\$ 55,320.80	\$ 69,151.00	\$ 82,981.20
Legal Administrator	\$ 44,890.40	\$ 56,113.00	\$ 67,335.60
Operational Support Specialist	\$ 44,890.40	\$ 56,113.00	\$ 67,335.60
Resolution Specialist - Level 2	\$ 37,440.00	\$ 46,800.00	\$ 56,160.00
Resolution Specialist - Level 3	\$ 40,519.20	\$ 50,649.00	\$ 60,778.80
Senior Resolution Specialist - Level 3	\$ 41,520.00	\$ 51,900.00	\$ 62,280.00
Team Manager	\$ 59,518.40	\$ 74,398.00	\$ 89,277.60

APPENDIX C

Compliance with Australian Consumer Law, the Australian Securities and Investments Commissions Act and Fair Trading Act

The Competition and Consumer Act (which contains the Australian Consumer Law) (the CC Act) and the Australian Securities and Investments Commission Act (ASIC Act) are Federal Australian laws which protect consumers. It makes it unlawful for people engaged in trade and commerce (which includes debt collection) to unduly harass or coerce debtors to pay a debt, and also makes it unlawful to mislead or deceive a debtor.

The Acts are administered by the Australian Competition and Consumer Commission (ACCC) and the Australian Securities and Investments Commission (ASIC) respectively. The ACCC and the ASIC also issue the Debt Collection Guideline: For Collectors and Creditor, outlining acceptable practices in the debt collection industry (the Guidelines).

The Guidelines are incorporated into our policies and training.

In New Zealand, the Fair Trading Act contains very similar provisions to the CC Act and ASIC Act. It is administered by the New Zealand Commerce Commission and applies if you are dealing with New Zealand customers or debtors.

You will or may have already received training on your obligations to avoid situations of harassment or coercion of debtors. You will continue to receive additional general training about other aspects of, the CC Act, the ASIC Act and Fair Trading Act. This will also involve some short on-line knowledge tests to make sure that you have understood the information provided and in particular how it relates to you and the service you provide our customers. In the meantime you should periodically visit the current on-line training on the intranet to refresh yourselves on your responsibilities when dealing with debtors.

It is the policy of Baycorp, and the responsibility of all of our officers and employees, to comply at all times with the CC Act, the ASIC Act, the Fair Trading Act and the Guidelines.

Remember, every time you communicate with a debtor you are speaking as a representative of Baycorp. A breach of the CC Act, the ASIC Act or the Fair Trading Act may cause substantial damage to our reputation and our customer relationships, and may result in penalties, as well as legal and other related costs. In extreme situations it can lead to personal liability for you.

If you do not comply with the CC Act, the ASIC Act, or the Fair Trading Act and the guidelines as set in our training and our policies, you may be subject to disciplinary action. In serious instances, for example where you deliberately act contrary to the law or our policies, this could result in your dismissal.

If you are contacted by ASIC, the ACCC, the NZ Commerce Commission or by any other regulatory body, you should immediately refer the matter to your manager or to me.

What to do if you observe a breach of the Law:

If you are aware of having made a breach yourself, you should immediately contact your team leader or manager. Everyone can make a mistake and so long as you are open and honest about it, any detrimental consequences may be minimised.

Anyone deliberately engaging in conduct which breaches the law is not welcome as an employee of Baycorp, and you should not accept such conduct from your work colleagues.

You should contact your manager or team leader if you have a concern about compliance with the CC Act, the ASIC Act or Fair Trading Act, your obligations or about behaviour of others which you think may breach the law or our policies.

If you are concerned that you have been asked to do something which you believe is unlawful, you should first raise your concern with your manager. If you cannot resolve your concern this way you should raise the matter directly with me or report the issue in line with the Baycorp "Whistleblower Policy" (located on the intranet).

The Whistleblower policy is a mechanism by which staff and contractors can confidentially (and anonymously if desired) report improper conduct and voice concerns in an effective manner without fear of discriminative treatment.

Baycorp is intent on maintaining an environment of open and constructive staff discussions, and encourages its staff to raise all issues in the usual forums (such as compliance reporting system, company grievance procedure, staff meetings, referral to supervisor). This policy is intended to be used only as an alternative to other internal reporting avenues when those avenues are not appropriate or not available.

To ensure that your concern is treated with confidentiality, you should make it clear in your communication that you want your identity kept confidential.

In these circumstances wherever possible, we will keep the fact that you have raised these concerns confidential. The victimisation of any employee who "blows the whistle" in this way will not be tolerated and will lead to disciplinary action.

Chief Executive Officer
March 2018