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## **COLLECTIVE AGREEMENT**

**2020 - 2022**

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## 1. INTRODUCTION

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

## 2. EMPLOYMENT POLICY

- 2.1 The parties are committed to promoting harmony through participation and therefore ensuring that mutual respect is the basis for the relationship between them. Our objectives include:
  - Improving the working environment.
  - Providing fair and equal opportunities to all.
  - Increasing the competitiveness of the business through customer focus, efficiency and flexibility.
  - Encouraging employee participation in the business.
  - Recognising employees' contributions and family responsibilities.
- 2.2 However, with the best of intentions, differences will arise. The important thing is they are dealt with promptly and fairly. You may elect to be represented by the union or authorised representative at any time during the following process.
- 2.3 Any concerns should be raised with your Manager in the first instance.
- 2.4 If the matter remains unresolved, or if you consider your Manager is the cause of the problem it may be referred directly to more senior management. Remember this is your right and you should not feel worried about exercising it.
- 2.5 If there is still no resolution you may progress your claim through the procedure for personal grievances and disputes resolution described in Clause 16.
- 2.6 Remember, we want your time with your employer to be a positive and rewarding experience. If you have a problem we all need to see that it is fixed. And once it is resolved we should be able to get on with the job without recrimination. If you or your manager feel this is not happening, further discussions should be held to address any follow on issues.

### 3. CONTRACTING OUT, OUTSOURCING OR SALE

- 3.1 The employer prefers to utilise its own people and equipment for its on-going business activity.
- 3.2 In furtherance of this preference, the commitments in Clauses 1 and 2 above, and in recognition of the principle that job security, skills development, and a fair employment policy will best ensure trust, goodwill, and mutual respect, and an employee commitment to customer service, the employer confirms its commitment in regard to contracting out, outsourcing or sale as follows:
- That, wherever possible, work falling within the scope of the positions in the Pay Schedule on which employees covered by this agreement are engaged, as at the commencement date of this agreement, will continue until the expiry date of this agreement to be undertaken by its own employees.
  - Where it is not possible to undertake particular work using the employer's own employees in an efficient manner, at a reasonable cost and to an acceptable level of quality, consideration may be given to contracting out work currently performed by employees covered by this agreement to third party contractors or labour agencies. It is acknowledged that employees of labour agencies may be engaged on an urgent or short term basis.
- 3.3 The employer acknowledges that any such decision to contract out, outsource or sale of part of the business should not be based solely on strict commercial criteria and the competitive position of the Company, but must also give proper weight to factors such as:
- customer service
  - quality
  - efficiency and flexibility
  - organisational knowledge and experience
  - safety
  - the value of job security, skills development and a fair employment policy
  - the commitment of its own employees
- 3.4 The Rail and Maritime Transport Union (RMTU) acknowledges the on-going need for flexibility, efficiency, good presentation, and customer focus in order to continuously improve the competitive position of the Company and attractiveness of services to its customers.
- 3.5 The impact of a contracting out, outsourcing or sale decision which results in redundancy of existing staff is greater than a decision to contract out work which does not directly affect employees. This must be reflected in the process leading to high impact decisions.
- 3.6 The employer acknowledges that the consultation process provided for in this agreement will be utilised in respect of any proposals or intended decisions as above and further acknowledges that the consultation process is a minimum requirement.

## 4. PARTIES AND COVERAGE

### ***Parties to this Agreement***

#### 4.1 Union Party to this Agreement

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

#### 4.2 Employer Parties to this Agreement

The employer parties to this Agreement are Toll Networks (NZ) "Toll Networks (NZ) Ltd" or ("the employer") and

#### 4.3 Subsequent Employer Parties to this Agreement

- (a) The parties agree that a new employer may become a party to the Agreement after it has been signed if:
- (i) The parties agree to the new employer becoming a party to the Agreement, such agreement not to be unreasonably withheld bearing in mind the parties obligations of good faith and the need to assess each situation on a case by case basis; and
  - (ii) The work of some or all of the new employer's employees comes within the coverage in clause 4 of this Agreement; and
  - (iii) The relevant employees are not bound by another collective agreement in respect of their work for the new employer.
- (b) Where the Union notifies the existing parties that a new employer wishes to join the Agreement, the existing parties shall within 15 working days of the notification referred to in this clause advise the Union and the new employer of their agreement or otherwise under clause 4.3(a)(i).
- (c) If the existing parties or any of them refuse to agree to the new employer joining as a subsequent party to this Agreement, all existing parties agree to participate in mediation in good faith in an effort to resolve this impasse.

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

The address to which the notification referred to in the proceeding paragraph is to be posted for an existing party to the Agreement, will be the address set out in Schedule 1, and any variation to the same that is notified in writing to the other parties to the Agreement.

- 4.4 This Agreement shall also apply to all employees of any employer who becomes a party to this Agreement by way of the Subsequent Employer Parties Clause, who are or become members of the Union, and who come within the coverage clause in clause 4.5 of this Agreement. The names of such Subsequent Employer Parties shall be recorded on a separate schedule in the Agreement at the time they become a party to the agreement. Such new employees shall be covered by this agreement and those aspects of the existing schedules to this agreement as agreed between the Union and the new employer or such new schedules as are agreed between the Union and the new employer.

### **Coverage**

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

- Managerial positions above MR Level [22-15](#) responsible for recommending and/or approving appointments and dismissals which would otherwise come under the provisions of scale 1; and
- Sales, policy or executive support functions
- Employees in Toll Global Forwarding

### **New employees**

4.6 The terms and conditions of this collective agreement apply to any new employee who joins the Rail and Maritime Transport Union except those excluded in the preceding clause; and

the terms and conditions of this collective agreement apply to all new employees whose work falls within the coverage clause for the first 30 days of their employment in addition to any other terms and conditions the employer and the new employee have mutually agreed upon provided that those terms and conditions are not inconsistent with the terms and conditions of this collective agreement.

### **Trial Period**

4.7 The objective of the trial period is to support the permanent employment of competent staff.

- a. Every new Employee will be subject to a trial period for up to 90 days during which their performance will be monitored.
- b. During this period the Employee will receive any training, supervision and support that is necessary to determine their competence.
- c. Performance review meetings may be held during the trial period and the Employee will be advised of their performance achievements and the standard required. Support will be given to employees to meet their objectives. The meeting will include the manager, the employee and the person coordinating the training.
- d. If following one of these reviews, the Employer considers that performance or conduct is unsatisfactory, a formal written warning may be issued that sets out what is required for ongoing employment. Subject to being employed permanently the written warning will be removed.
- e. On successful completion of the trial period, the Employer will give written notice to the Employee to confirm ongoing employment status.
- f. If performance or conduct has not met reasonable standards at the proper conclusion of the trial, the Employee may be dismissed with one weeks' notice and notified in writing.
- g. The employee will be entitled to representation throughout the process.

***Employer's duties in relation to new employees***

4.8 The employer agrees that it is bound to immediately take the following steps in relation to all new employees upon their engagement:

- Provide them with a copy of this collective agreement;
- Inform them that this collective agreement applies to the new employee for the first 30 days of their employment, and beyond if they join the Rail and Maritime Transport Union; and
- Inform them that the new employee may join the Rail and Maritime Transport Union; and
- Inform them that if the new employee joins the Rail and Maritime Transport Union they will have all the rights, benefits and obligations of the terms and conditions of this collective agreement; and
- Ask the employee if they wish the employer to advise the Union that they have entered into an individual employment agreement; and
- If the new employee and the employer have mutually agreed on additional terms and conditions of employment then the employer must seek the new employee's agreement to advise the Rail and Maritime Transport Union of the fact that the new employee and the employer have agreed on additional terms.

***Salary option***

4.9 The employer and the employee, in consultation with the union, may agree to an inclusive salary for employees payable under Pay Scale 1 in their respective Pay Schedules. Such agreement may include variations to the following provisions in this agreement:

- Clauses 8.1 to 8.4
- Clauses 11.2 to 11.16
- Clause 12.8

4.9.1 The employer and the RMTU are prepared to consider and accept establishing collective salaries for positions not covered in Pay Scale 1 of their respective Pay Schedules.

***Casual employees***

4.10 The following provisions in this agreement do not apply to casual employees:

- Clause 12.8.
- Clauses 13.7 to 13.15 (the sick leave provisions of the Holidays Act apply instead).
- The Redeployment and Redundancy Schedule.

***Agency casuals/temps***

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

### ***Transitional provision***

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

## **5. DEFINITIONS**

- 5.1 **Casual employee:** an employee who is employed on an as required basis (without defined hours of work) with actual hours agreed on a daily or weekly basis and normally works less than 75 hours a fortnight.
- 5.2 **Shift Worker:** an employee who works on a rotating roster, where at least 40% of the work periods on the roster include hours falling between 2000 and 0600 or other employee who works more than 40% of their hours between 2000 and 0600.
- 5.3 **Work Period:** a normal "days work" including a shift within a roster. A "tack on" involving a later finish or earlier start is part of the work periods.
- 5.4 **Full time employee:** an employee who is available to work up to 80 ordinary hours a fortnight.
- 5.5 **Part time employee:** an employee who normally works less than 75 hours a fortnight.
- 5.6 **Service:** current continuous service. Unless otherwise agreed by the employer, special leave without pay does not count as service, but does not break continuity.
- 5.7 **Relevant Daily Pay:** has the meaning given to it by the Holidays Act 2003 and its amendments. In this Act, unless the context otherwise requires, "relevant daily pay", for the purposes of calculating payment for a public holiday, alternative holiday, sick leave, or bereavement leave—
- (a) means the amount of pay that the employee would have received had the employee worked on the day concerned; and
- (b) includes—
- (i) productivity or incentive-based payments (including commission) if those payments would have otherwise been received on the day concerned;
  - (ii) payments for overtime if those payments would have otherwise been received on the day concerned;
  - (iii) the cash value of any board or lodgings provided by the employer to the employee;
  - (iv) allowances paid in accordance with the provisions of this collective agreement with the exception of strict reimbursing allowances.
- 5.8 **Temporary Employees:** The employer agrees to minimise the use of temporary staff. They may be engaged for the following reasons:
- to cover staff shortages
  - long term ACC / and sick leave
  - to cover peak season workloads



## 6. CONSULTATION

- 6.1 We acknowledge that our interests are mutually dependent and that on-going consultation between us is essential. In particular the employer agrees to consult with the Union on proposed changes, which may affect conditions of employment.
- 6.2 Subject to clause 6.1, the parties will co-operate in the introduction of new and improved work methods, arrangements, processes, equipment and technology.
- 6.3 Many of the current work procedures and administrative instructions relating to these procedures were developed in co-operation with employees or the Union. It is the parties intention to continue this consultative approach in the development of work procedures in the future.
- 6.4 As part of this process the employer will call meetings of all of the union members affected by the proposal to discuss important employment related matters and will be open to approaches to discuss issues of concern.
- 6.5 Managers and supervisors will maintain an open door policy.
- 6.6 Employees and the Union are encouraged to provide ongoing feedback on issues of concern. Managers cannot be expected to help fix a problem unless they know that it exists.
- 6.7 In addition, the Union can call for formal paid meetings to discuss employment related matters. The objective in holding these meetings will be to allow employees the opportunity to receive information and discuss issues while at the same time causing minimum disruption to our customer needs.
- 6.8 Sufficient notice (up to 14 days can be required) will be given so that work flows can be arranged to allow minimum disruption and maximum attendance of the employees involved. For this to happen it will mean that not all employees can attend a single meeting and sometimes more than one meeting may have to be held.
- 6.9 Generally these meetings will not total more than four hours in each calendar year.
- 6.10 An effective consultative and partnership relationship between the parties is dependent upon management and Union representatives at all levels receiving appropriate training and education in their role. Paid leave may be provided for this purpose.

## 7. REPRESENTATION

- 7.1 You may represent yourself or choose to have your union or any other person to represent you on matters relating to your employment. Some specific examples are:
- Any enquiry or dispute regarding the interpretation, application or operation of your terms of employment. Note that the process set out in clause 6 means that the first step is to deal with the issue at a local level.
  - Any employment relationship problem or personal grievance claim that you may have regarding such matters as unjustifiable dismissal, disadvantage, discrimination, sexual or racial harassment or duress.
- 7.2 You may authorise your union or any person to act as your authorised representative in accordance with the Employment Relations Act. Your union subscriptions will be deducted from your pay.

7.3 The union can enter the employer's premises at any reasonable time, following advice to the site manager, to discuss matters relating to employment.

**7.4 Workplace Delegate Rights**

7.4.1 The employer will recognise workplace delegates authorised by the union, and undertakes to permit such delegate's reasonable time to perform their role without any discrimination in their employment.

7.4.2 The employer acknowledges that union delegates represent and speak on behalf of the union members in the workplace.

7.4.3 The employer will allow union delegates reasonable paid time during working hours to represent the interests of members which may include consulting with union members and with officials of the union, representing union members with disciplinary matters/personal grievances/mediation etc. This will be done in consultation with the employee's manager.

7.4.4 The employer will provide reasonable email and land line telephone facilities to the delegate for union purposes.

## **8. PAY AND ALLOWANCES**

8.1 You will be paid in accordance with the rates and allowances shown in the Pay and Allowance schedules.

8.2 Full time employees will be paid 80 hours a fortnight at the hourly rate specified in the Pay Schedule.

8.3 Where you are absent from duty without authorisation, the minimum fortnightly wage will not apply. Payment will only be made for the total fortnightly rostered hours minus the rostered hours not worked because of the absence.

8.4 The employer may also make a deduction subject to the provisions of this agreement for any other authorised unpaid time off.

8.5 Payment will be by direct credit to your nominated bank account every second Thursday.

## **9. NEW ZEALAND RAILWAYS STAFF WELFARE TRUST**

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

## **10. EXPENSES**

10.1 You will not be out of pocket for authorised expenses incurred in the course of your employment.

10.2 The employer will promptly refund all actual and reasonable expenses incurred by you in the course of an absence on duty or for any training provided. Claims are to be supported by receipts in accordance with the requirements of the employer. You may obtain an advance to meet these expenses if required.

10.3 Except in Company training situations, seminars and conferences you may choose to arrange your own accommodation and / or meals. The following allowance will be paid as appropriate:

<i>If the employer provides:</i>	<i>Allowance per night</i>
Accommodation and meals	Incidentals <del>\$ 15.14 (as of 1 July 2018)</del> and \$15.52 (as of 1 July 20192020)
Accommodation	Meals and Incidentals <del>\$113.58 (as of 1 July 2018)</del> and \$116.70 (as of 1 July 20192020)
<i>If the employer does not arrange your accommodation and meals:</i>	Accommodation, Meals and Incidentals <del>\$ 208.59 (as of 1 July 2018)</del> and \$ 214.33(as of July 1 20192020)

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10.4 Your manager may provide meals in the case of emergency work. Reimbursement for the reasonable cost of a meal can also be approved where you are required to work past your normal finishing time at short notice and this extension coincides with your normal meal time.

## 11. HOURS OF WORK

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

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

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

### Present Hours

11.3 Your normal hours and days of work at the start of this agreement are those that applied immediately before the start of this agreement.

### Planned Change

11.4 The normal practice in planning days and hours will be to keep them at about 80 hours on up to 10 work periods in the fortnight. If it is more practicable there may be more than 10 planned work periods but the extras are paid as overtime (the Saturday or Sunday work periods will in this case be the overtime). In general meal breaks will be for at least 30 minutes and up to 60 minutes, and rest breaks will be for 10 minutes. Generally meal breaks will be at the mid-point and rest breaks will be at the quarter and

three quarter points of the work period. Where meal breaks are at fixed times these are unpaid. Where meal breaks are paid these will not exceed 30 minutes in duration. There will be at least 10 hours between planned work periods.

#### 11.5 Change of hours: 11.5

In setting the planned hours or days, the employer will give you as much notice as possible of a proposal to change them (in any case at least 14 days unless you agree otherwise). It will consult with you or the union in accordance with the administrative instructions applicable to your work area which are developed in consultation with the Union from time to time. Consultation will be conducted over a minimum period of one week.

11.6 If you work on a roster your work periods will be posted at least 10 days before you are required to commence them.

#### **Planned short term change**

11.7 If there is capital and/or major maintenance work which is planned to take place on days other than your normal days of work you may be asked whether you will agree to change your normal days to work on these days. In normal circumstances you will be given at least 4 weeks' notice and will receive any penal rates that are applicable to you on those days that you do work. No change to your days of work will be made for short term planned tasks without your agreement.

#### **Short Notice Change**

11.8 When a change is needed to the planned hours or days of the fortnight that have already been arranged, you will be given as much notice as circumstances permit and consulted where this is possible.

11.9 We will respect each other's needs and commitments and will make practical adaptations if this is desirable and necessary. Except where there is no reasonable alternative available, short notice change will be made by mutual agreement. The planned hours and days for the balance of the fortnight will not be reduced as a result of the change (unless you so agree).

11.10 If you wish a change in your planned hours or days of the fortnight you should also give as much notice as circumstances permit, and the employer will endeavour to meet your needs. Examples are exchanges of work periods and unplanned annual leave.

#### **Overtime**

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

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

#### **Penalty Rates**

11.12 The following do not apply to locomotive running employees or train attendants:

• Any time worked on Saturday:	Time and a half
• Any time worked on Sunday:	Double time
• Any time worked between 2000 -0600 hours Monday to Friday	Time and a quarter

The company expects employees to work a minimum of 80 hours per fortnight but there will be periods where the volume of work increases and there may be the requirement for the

shift members to work up to 120 hours per fortnight or until the job is complete (less than 120 hours per fortnight). The request for overtime will not be unreasonable.

11.13 Where the time you work qualifies for more than one of the overtime or penalty rates specified above only the higher rate shall apply.

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

### **Casual employees**

11.15 Casual employees undertake assigned duties on an as required basis. Clauses 11.3 and 11.5 to 11.10 do not apply. Availability for employment is on any day subject to:

- You will be advised by at least 1200 hours on the day preceding any assigned work. At your option you can accept work with less notice, provided you can meet the fitness requirements. Notice, including advice of the work to be done, is given to you via the telephone number you have nominated, or at the workplace if you are on duty;
- Where you are unable to report for duty at the agreed time because of sickness, family bereavement or other such unforeseen circumstances please advise as soon as reasonably possible so that alternative arrangements can be made;
- To assist with planning the work of employees, please advise as early as possible of any periods that you will be unavailable to accept work, preferably at least two weeks prior to the fortnight concerned.

The hours and days of work are advised by the employer. Subject to consultation with you, these can be changed or extended beyond those anticipated if this is necessary to complete the work. Alternatively, the expected duty period can be reduced.

### **11.16 Rest Period**

Call backs tend to alter the sleep pattern and are likely to affect your safe and effective performance during the next work period. Your manager may give you paid time off. In any event:

- (a) If there are fewer than 10 continuous hours off between work periods, your manager will allow you time off to make up the 10 hours without deduction from pay; or

If there is a call back which breaks the period between 2300 and 0530 hours your manager will allow you equivalent time off from the work period due to commence that morning.

## **12. LEAVE**

### **Public Holidays**

12.1 The recognised holidays are:

- Christmas Day
- Boxing Day
- New Years Day
- The second day of January (or some other day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The anniversary of the reigning Sovereign
- Matariki (from 2022)

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

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

12.3 If you are off work because of the public holiday you are paid your normal hours at your Relevant Daily Pay rate. Relevant Daily Pay has the meaning given to it by the Holidays Act 2003.

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

(i) you will receive double your Relevant Daily Pay (excluding penalty rates) for each hour worked (except for employees on a salary option under clause 4.8, and casual employees who will be paid time and a half of their Relevant Daily Pay rate (excluding penalty rates) for the hours worked and hours on standby on the public holiday). Penalty rates expressed in clause 11.12 will not contribute to Relevant Daily Pay. The parties agree that this provision is more beneficial to the employee than those set out in the Holidays Act 2003; and

(ii) if that day would otherwise be a working day, you will be granted an alternative day off on pay calculated at your relevant daily pay to be taken on a day that is agreed with the employer, or if agreement cannot be reached within 12 months of the entitlement having arisen, at a time determined by you, taking into account the employer's view as to when it is convenient for you to take the alternative day off and with 14 days notice.

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

12.6 If an employee is called back or called into work on a public holiday, the employee will be paid for the hours worked at the applicable public holiday rate and will be paid for the balance of the day (up to a total of 8 hours) at ordinary rates. An alternative day of paid leave will be provided for those instances when one has not already been accrued.

#### **Annual Leave**

12.7 At the end of each year of employment you are entitled to 4 weeks annual leave. Any leave entitlement above 4 weeks (ie Shift Worker Leave) may be taken in cash with your Manager's approval. You must take a day's annual leave for each day cashed up.

12.8 If you are a shift worker you will be entitled to an additional week's leave; prorated if you are on shift work for less than a year.

12.9 If you already have an entitlement to a fourth week's annual leave you retain that

entitlement.

- 12.10 You need to take a break from work on a regular basis to relax and to refresh yourself. For this reason, the employer requires that leave is taken within twelve months of falling due. Requests for leave should be recorded in writing. Be sure to discuss your holiday preferences with your Manager so that as far as practicable your requests can be accommodated. To help with work planning and rostering please give as much notice as possible. It is preferable that leave requirements are known before the work plan or roster is prepared. Your manager will promptly let you know whether your leave requests can be met so that you can finalise your own arrangements.
- 12.11 The employer has the responsibility for setting leave schedules and where agreement cannot be reached will give you as much notice as possible but in any case not less than 14 days notice of annual leave will be given.
- 12.12 In some circumstances you may take an advance of your entitlement. However you will need to request this in writing and will need the approval of your manager for this.

#### **How Leave is Paid**

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

#### **Annual Close Down**

- 12.16 Where all or part of an operation is closed down (eg Christmas - January) this may be for up to 3 weeks (plus public holidays during the close down) per year. If you are affected you will be given at least one month's notice of the close down. If you have insufficient accrued annual leave you will be placed on unpaid leave, subject first to the employer making every effort to find alternative work for you. You may retain up to 5 days per year of leave to be taken at some other time during the year.

#### **Parental Leave**

- 12.17 Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

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

- 12.18 The Act requires that certain notice procedures must be observed and employees

must give notice to the employer at least one month before the expected date of birth. (Different periods of notice apply in the case of adoption).

- 12.19 Subject to the criteria set out in the Parental Leave and Employment Protection Act, your job will be kept open for you. Full details on those criteria and other information will be provided when you apply for leave.
- 12.20 If you take Maternity Leave you will be paid a grant equal to the period of Maternity Leave, up to 6 weeks. This grant is payable 6 months after returning to work.
- 12.21 If you resign to care for pre-school children you will be given favourable consideration for any vacancy, subject to you having the skills required to fill the vacancy. You should give at least 3 months notice that re-employment is being sought. The absence from employment does not count as continuous service but will not break continuity. This provision applies for a maximum of 5 years inclusive of any Parental Leave previously granted.

#### **Long Service Leave**

- 12.22 You will be entitled to one period of 4 weeks or two periods of two weeks long service leave after the completion of 20 year's service.
- 12.23 Long service leave is to be taken at a mutually convenient time, but in any event during the five years following the date of entitlement.
- 12.24 Pay while on long service leave is calculated the same way as annual leave.

### **13. HEALTH AND SAFETY**

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- 13.1 The parties to this agreement are committed to achieving excellence in health and safety management in the workplace.
- 13.2 To achieve this common goal of zero workplace accidents and illnesses the parties commit to work together in a spirit of good faith.
- 13.3 As a minimum standard, the parties agree to comply with the Health and Safety at Work Act 2015 and all regulations and codes of practice and guidelines made pursuant to this Act (and any subsequent amendments) as well as any other legislation relevant to health and safety in the workplace.
- 13.4 The parties accept that the promotion of good health and safety practice is preferable to dealing with accidents and illnesses.
- 13.5 The parties accept that agreed and sustainable rehabilitation is important in ensuring any injured person returns to work. To achieve this, the Employer and the Union jointly promote an Injury Management programme to assist employees in returning to work following any accident or illness, whether work related or otherwise. The injury management programme protocol is as laid out in the Injury Management Agreement, and can only be varied by both parties agreement.



### 13.6 The Employer and Employee obligations are:

<b>Employer obligations</b>	<b>Employee obligations</b>
1. Provide and maintain a safe work environment.	1. Ensure your own actions or inactions do not cause harm to yourself or others.
2. Ensure all known hazards are assessed and controlled.	2. Prompt reporting and active participation in assessment of all identified hazards.
3. Promptly deal with any health and safety issues that are brought to its attention.	3. Report any hazards, accidents, substandard conditions or near hits you come across in the course of your work to your supervisor and participate actively to assess any risk.
4. Train all employees in safe working practise and in usage of machinery.	4. Comply with all health and safety instructions and the Employer operating codes.
5. Provide all necessary safety equipment and personal protective equipment for employees which will be replaced on a fair wear and tear basis and in any event for standard issue items not less than annually.	5. Wear all safety equipment and personal protective equipment.
6. Provide emergency procedures for all employees and workplaces.	6. Be aware of and comply with emergency procedures.
7. Consult with its employees on all matters to do with health and safety.	7. Actively participate with your local workgroup on all matters to do with health and safety.
8. Ensure there are adequate procedures and policies in place so that its employees are not harmed by the work of contractors or third parties that may be working on the rail corridor.	8. Alert your Manager of any hazard associated with the work of contractors or any third parties.
9. Ensure that any accident is promptly investigated so that it can be learnt from and it can be avoided from reoccurring.	9. Participate in any incident re-enactment and/or review with your Manager at a mutually agreed time.
10. Ensure all health and safety representatives receive adequate training and time to enable them to perform their duties competently.	10. Actively participate in all health and safety training and initiatives.
11. Disclose information and reports relating to health and safety issues that are brought to its attention and deal with such issues promptly.	

### **Sick Leave Entitlement**

13.7 The employer will provide leave on pay when you need to be absent due to your illness, or if someone who depends on you for care is sick or injured. Your entitlement is 6.5 days per year, and payment shall be calculated on the basis of your relevant daily pay. The parties agree that this provision is more beneficial than the provisions of the Holidays Act 2003.

13.8 Unused leave is accumulated from year to year.

- 13.9 If your sick leave entitlement is exhausted you and your manager may agree to additional paid sick leave. Favourable consideration will be given in cases of serious illness or fatigue / stress that could affect safety.

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

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- 13.10 Please ensure you assist the smooth running of the business by advising your Manager in person by phone (or text your manager to phone you) as early as possible on the first day of absence because of illness or bereavement. Please keep your manager updated as to when you will be returning to work.
- 13.11 You will need to provide a medical certificate from your doctor for an illness / domestic leave involving an absence of more than 3 days. In some circumstances -(e.g. where there is a pattern of frequent short illnesses or repeated absenteeism) you may also be expected to provide a certificate for an absence of up to 3 days, but this will be subject to prior written advice to you.
- 13.12 Where your absence is due to a work accident your accident compensation pay will be supplemented to the sick leave rate without debit to your sick leave entitlement. Where your absence is due to a non-work accident and you have a sick leave entitlement your accident compensation pay will be supplemented to the sick leave rate and debited on a proportionate basis to your sick leave entitlement.
- 13.13 Sick leave payments are debited to your entitlement on the same basis as annual leave except that any absence of less than four hours in a week for reasons connected with sickness or for dental or optical appointments shall be paid as sick leave but shall not be deducted from your sick leave entitlement.
- 13.14 To obtain an assessment of your health or obtain an opinion about when you will be able to return to work the employer may, at its expense, require you to undergo a medical examination by a doctor nominated by the employer after consultation with you.
- 13.15 Your sick leave entitlements are in substitution for and not in addition to the Sick Leave provisions of the Holidays Act 2003.
- 13.16 If you are in a position which has been identified, after consultation with the national office of the union, as being a safety critical occupation you may be required to undergo a medical examination by a doctor nominated by the employer after consultation with you. This will be at the employer's cost. The examination is to assess your fitness to work at your occupation and will be at intervals set after consultation with the national office of the union.
- 13.17 The union and the employer will work collectively to review the process for managing medical reviews.

#### ***Bereavement / Tangihanga Leave***

- 13.18 Leave is also provided to the greatest extent practicable to allow grieving associated

with bereavement, Tangihanga or to pay respects on the death of a close relative. If you need to discharge obligations and or pay respects to a deceased person with whom you have had a close relationship or association, appropriate leave will also be favourably considered. Such obligations may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihanga or its equivalent. Such leave will normally be on pay but in some cases the leave, or part of it, may be without pay. The entitlement to paid bereavement leave is a minimum of 3 days for the death of an immediate family member. You may also be entitled to one days paid bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association with the deceased. These provisions are in accordance with the Holidays Act 2003. Paid leave shall be calculated on the basis of your relevant daily pay

### ***Drugs and Medication***

13.19 You should advise your manager of any drugs or medication you are taking which are likely to affect your ability to work safely.

13.20 In some situations the employer may require you to undergo non-intrusive drug and alcohol tests (eg breath or urine tests). These tests will be conducted by a trained professional and will satisfy all criteria necessary to ensure safe and accurate testing.

The situations in which testing may occur are:

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

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

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

## **14. ENDING EMPLOYMENT**

### ***Resignation***

14.1 You must give a minimum of two weeks' notice of resignation of employment or two weeks wages may not be paid in lieu of such notice. However you can agree with the employer for a lesser period of notice should you resign. In certain circumstances the employer may elect to pay your notice in lieu.

### ***Dismissal***

14.2 The employer must give you two weeks' notice of dismissal or two weeks wages will be paid in lieu of such notice. The employer may dismiss you, without notice, for serious misconduct. A lesser penalty may be proposed as an alternative to dismissal.

### ***Termination for Incapacity***

14.3 Your employment may be terminated by the employer by giving such notice as is

appropriate in the circumstances, if, in the view of the employer, you are incapable of the proper performance of your duties as a result of your medical condition. Before the employer takes any termination action relating to your incapacity, you will undergo a medical examination by a registered medical practitioner (determined after consultation with you) nominated by the employer and at the expense of the employer. The employer will take account of any resulting report or advice from its own and/or your medical practitioner before making a termination decision.

- 14.4. For employees employed before 1 July 2012, if your employment is terminated for incapacity you will be paid:

<i>Service</i>	<i>Lump sum payment</i>
Under 10 years	131 days pay
10 years and over	261 days pay

Remaining sick leave entitlement will be added to the lump sum. Retirement leave is not payable.

For new employees who are employed after 1 July 2012, who are not entitled to the incapacity provisions the company will provide alternative duties and or retrain you where appropriate, if you become medically incapacitated and cannot perform your current role.

#### **Certificate of Service**

- 14.5 On termination of employment you will be provided with a certificate of service stating the positions you held and your length of service. Your manager may also provide a personal reference.

#### **Retirement**

- 14.6 Employees employed prior to 1 February 1999

If you have reached the age of eligibility for the guaranteed retirement income you will be eligible for retirement leave under the Retirement Leave Schedule except where a previous employment agreement applicable to you provide for a retirement payment based on service and being aged 50-65 when you retire in which case you will be paid in accordance with the retirement leave schedule.

- 14.7 If you intend to you may submit a request to retire earlier than the age of eligibility for the guaranteed retirement income such request should be made to the employer which may at its discretion consider such a request on a case by case basis. Such requests should be provided with 6 months notice.

#### **Abandonment of Employment**

- 14.8 It is a requirement of this agreement that Employees must use their best endeavors to notify their line Manager of any absences and maintain regular contact throughout any period of absence. Non-agreed and non-notified absence from work for more than five working days without reasonable explanation is considered to be abandonment of employment and may result in termination.

An employee who is unable to notify the employer of absence due to unforeseen hospitalisation or similar circumstance shall be given the opportunity to be reinstated.

#### **Debts**

- 14.9 If you have proven debts to the employer the amount will be deducted from your wages on termination.

### **Redeployment and Redundancy**

- 14.10 A 'redundancy' means a situation where an employee's employment is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the company, and no alternatives to termination (including those set out in the Redeployment and Redundancy Schedule) are available. The provisions of the Redundancy and Redeployment Schedule shall apply in the event of redundancy or redeployment.
- 14.11 It is not a redundancy if there is simply a change in the ownership of the shares of the employer.
- 14.12 Where the employer is proposing to restructure its business or part of its business as defined in section 69L of the Employment Relations Act 2000, the employer shall negotiate with the person who undertakes or proposes to undertake the employer's business (or part of it), or to whom the employer's business (or part of it) is, or is to be, sold or transferred (the 'new employer') about whether affected employees will transfer to the new employer, and their conditions of employment. The employer shall consult with the Union in respect of these discussions.
- 14.13 An employee whose position of employment is to be terminated by reason of a redundancy arising from a reconstruction or a restructuring as defined in the preceding clause 14.13 shall be entitled to redundancy compensation from the employer, unless:
- (i) the employee is offered employment with the new employer on terms and conditions that are the same or more favourable than the employee's existing terms and conditions with the employer; and
  - (ii) the new employer has agreed to treat service as continuous for the employee.
- 14.14 The employee shall, where they are offered employment with the new employer that complies with clause 14.14, have a choice as to whether to transfer to the new employer. If the employee declines to transfer to the new employer, then the employer shall explore alternatives to dismissal (including redeployment and/or relocation under the Redeployment and Redundancy Schedule). In these circumstances the employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.
- 14.15 No redundancy compensation shall be payable where the employer ceases to provide services to any third party, and:
- (i) the employee is offered employment with the new service provider on terms and conditions that are the same or more favourable than the employee's existing terms and conditions with the employer; and
  - (ii) the new service provider has agreed to treat service as continuous for the employee.

## **15. OTHER CONTRACTUAL MATTERS**

- 15.1 The parties agree that this agreement and the schedules contain all the terms which are intended to be legally binding between them, except for those terms which are implied into all employment agreements by common law and statute and to the extent that those terms are not inconsistent with this agreement. For the avoidance of doubt, employee's of Toll Networks (NZ) Ltd are covered by this agreement and those

schedules applying to Toll Networks (NZ) Ltd.

### ***Change during currency***

15.2 The parties agree that the terms of this agreement may be changed during its currency by agreement between the employer, the union and the employee(s) who will be directly affected by the proposed change.

15.3 The procedure by which changes will be made will be as follows:

- the party seeking change will tell the other parties who will be affected by the change of their proposal for change.
- the proposed changes shall be put in writing and a reasonable period of time will be allowed before starting any negotiations.
- proposed changes will not be implemented unless at least 70% of the employees directly affected agree to them.
- once agreed, the changes will be put in writing and signed by the parties and shall apply from the agreed date.

15.4 Should you be affected by the proposed changes you will be entitled to involve the union in any negotiations.

### ***Indemnity***

15.5 You will be indemnified by the employer against any reasonable costs incurred by you in defending any proceedings, whether civil or criminal, brought by a third party where such proceedings arose out of acts or omissions during the normal and ordinary course of employment. This indemnity is subject to the following qualifications:

- you must not have been dismissed as a consequence of the act or omission giving rise to the proceedings, and
- The employer has the discretion to decide whether to extend the indemnity to cover the costs of any appeal against judgement or conviction.
- It does not apply to the payment of traffic offence notices, parking or similar offences.

### ***Benefits and Assistance***

15.6 You are entitled to have access to the range of benefits and assistance set out in the Benefits Schedule to this agreement, which form a part of this Collective Agreement.

### ***Suspension***

15.7 The employer may suspend you from your duties, on pay, where necessary and appropriate, while it investigates any allegation of misconduct, or incident affecting safety in which you appear to be involved.

### ***Death & disablement***

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

### ***Other matters***

15.9.1 Tack-ons are paid as extra work periods if employees work a rostered shift on the second Saturday of the fortnight and the total hours (including paid leave, but

excluding extra work periods) exceed 80. This does not apply to part time employees.

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

## **16. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- 16.1 The parties to this agreement are committed to the speedy resolution of employment relationship problems.
- 16.2 This clause sets out the services available for the resolution of employment relationship problems. An "employment relationship problem" includes a personal grievance, a dispute (about the interpretation, application, or operation of an employment agreement) and any other problem relating to or arising out of an employment relationship.
- 16.3 Tell your manager first  
If you have a problem in your employment, then you must let your manager know immediately, so it can be resolved promptly and fairly. If the matter remains unresolved or if you consider your manager is the cause of the problem you can go to a more senior manager.  
For Personal Grievances there is a time limit on when you have to do this.
- 16.4 Mediation Services  
If you are not satisfied with your employer's response, then you can contact the Employment Relations Service Te Ratonga Hononga Taimahi for free mediation assistance. The mediator will try to help the parties resolve the problem, but will not make a decision about what should be done to resolve the problem unless you and the employer agree to this.  
If the problem referred to the Employment Relations Services is a dispute about the interpretation, application or operation of this agreement, you must ensure that the union is given notice of the dispute.
- 16.5 Employment Relations Authority  
If the problem is still not resolved, then you can apply to the Employment Relations Authority for assistance. The Authority member will investigate the problem, and will make a decision. This decision can be appealed to the Employment Court and then to the Court of Appeal.
- 16.6 Representation  
At any stage, you are entitled to have the union or other representative working on your behalf to try to resolve the problem. Your employer can also choose to have a representative working on its behalf.
- 16.7 Personal Grievances  
16.7.1 If you have grounds for raising a personal grievance with your employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress), then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

- 16.7.2 If you raise your grievance out of time, your employer can consent to accept the late grievance or to reject it. If the Company rejects it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.
- 16.7.3 If you have been dismissed you may within 60 days after the dismissal request your employer to provide a statement in writing of the reasons for the dismissal. Your employer must give the statement within 14 days after being asked.
- 16.7.4 If the personal grievance is not resolved and it is based on a claim of discrimination or sexual or racial harassment you can choose to either pursue a personal grievance to the Employment Relations Authority or complain under the Human Rights Act 1993. But both procedures cannot be used for the same complaint.

## 17. TERM

This agreement will come into force on 1<sup>st</sup> July ~~2018-2020~~ and will expire on the 30<sup>th</sup> June ~~2020~~2022.

### SIGNED BY:

*Grant Lemin*  
For and on behalf of  
Toll Networks (NZ) Ltd

*Wayne Butson*  
For and on behalf of  
RMTU

### DATE:



## **TOLL NETWORKS (NZ) LIMITED PAY SCHEDULE**

### **INTRODUCTION**

The parties to this agreement recognise that one of the important ways we can meet our customers changing needs in an efficient and productive way is to work as teams. This requires flexibility and a willingness to learn new skills and take on new tasks.

The parties also recognise the mutual benefits that come from this. Employees will have a chance to learn new skills, to develop alternative career paths and have access to higher gains in terms of earning opportunities. The employer gains in its ability to meet its customers' needs more efficiently.

You will be provided with a generic job description covering the work undertaken in your position. Your duties may be changed by adding or deleting tasks and in such cases you will be consulted before the changes are made.

The employer will, in consultation with its employees and the union develop a competency based certification process that will recognise the attainment of new skills.

Please note that if you work in a higher paid position for one week or more, you will be paid the rate appropriate for that position while you are so working. The employer may approve payment for periods of less than one week. Prior to commencing a period of advanced capacity, you will:

(1) Agree on the period with your manager; and

(2) Agree on the appropriate rate for the position (if there is more than one rate for the role)

Continuous periods of advanced capacity exceeding 3 months will be reviewed and any continuation will be subject to further agreement between you and the manager. You may have union representation.

Advancement through to Level 2 & Level 1 Grades will be as per the assessment criteria in the progression sheets. The company will consult on any material change of the assessment criteria.

The criteria sheet must be completed and signed off by the employee, supervisor, Branch Manager and processed for sign off by the business compensation approver.

A minimum 12 months service at Freight Operator level is required to be considered for assessment to Leading Freight Operator 2

A minimum 12 months service at Leading Freight Operator 2 is required to be considered for assessment to Leading Freight Operator 1.

Below are the pay scales for positions covered by this Agreement.

**1. TOLL NETWORKS (NZ) LIMITED CLERICAL, ADMINISTRATIVE, TEAM LEADERS, SUPERVISORY, PROFESSIONAL AND TECHNICAL EMPLOYEES**

- 1.1 Clerical, and administrative, team leaders, supervisory, professional and technical employees not otherwise listed in subsequent pay scales are paid on the following scale:

Level	Paycode	\$ per hour	
		As of 1 July <del>2018</del> 2020	As of 1 July <del>2019</del> 2021
<del>2215</del>	44220	<del>32.98</del> 32.40	<del>32.98</del> 33.64
<del>2114</del>	44210	<del>31.97</del> 31.42	<del>31.97</del> 32.61
<del>2013</del>	44200	<del>30.96</del> 30.13	<del>30.96</del> 31.58
<del>1912</del>	44190	<del>29.97</del> 29.17	<del>29.97</del> 30.57
<del>1811</del>	44180	<del>29.06</del> 28.28	<del>29.06</del> 29.64
<del>1710</del>	44170	<del>28.17</del> 27.42	<del>28.17</del> 28.73
<del>169</del>	44160	<del>27.26</del> 26.53	<del>27.26</del> 27.81
<del>158</del>	44150	<del>26.40</del> 25.69	<del>26.40</del> 26.93
<del>147</del>	44140	<del>25.59</del> 24.91	<del>25.59</del> 26.10
<del>136</del>	44130	<del>24.77</del> 24.11	<del>24.77</del> 25.27
<del>125</del>	44120	<del>24.01</del> 23.37	<del>24.01</del> 24.49
<del>114</del>	44110	<del>23.25</del> 22.63	<del>23.25</del> 23.72
<del>103</del>	44100	<del>22.52</del> 21.92	<del>22.52</del> 22.97
<del>92</del>	44090	<del>21.82</del> 21.24	<del>21.82</del> 22.26
<del>81</del>	44080	<del>20.42</del> 19.87	<del>20.42</del> 20.83
<del>7</del>	<del>44070</del>	<del>18.62</del>	<del>19.13</del>
<del>-6*</del>	<del>44060</del>	<del>17.76</del>	<del>18.25</del>

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\* ~~Minimum for an employee who is aged 20 years or over, or who has dependants.~~

- 1.2 Unless otherwise agreed the range of levels for employees paid on this scale is the range that:
- was previously advised to the employee on appointment to the position; or
  - is varied in accordance with the Progression Code dated 13 May 1991 (and its amendments)

## 2. TOLL NETWORKS (NZ) LTD TOLL FREIGHT FORWARDING

Employees in Toll Freight Forwarding, other than employees paid under paragraph 1 are paid:

### 2.1 Toll Freight Forwarding Distribution

Toll Freight Forwarding Distribution are paid on the following scale:

Paycode	Position	\$ per hour	
		As of 1 July 20182020	As of 1 July 20192021
47110	Team Leader	28.1827.43	28.1828.74
47100	Container Surveyor	22.64	23.26
47090	Leading Freight Operator Grade 1	22.5221.92	22.5222.97
47080	Truck Driver	21.4120.84	21.4121.84
47070	Leading Container Depot Operator	20.63	21.20
47060	Leading Freight Operator Grade 2	20.9020.34	20.9021.32
47050	Container Depot Operator	19.79	20.33
47030*	Freight Operator	19.8319.30	19.8320.234 0
47010	Container Depot Assistant	17.40	17.88
47010	Freight Assistant	17.40	17.88

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Employees undertaking container repair work in Toll Freight Forwarding container repair depots will be paid in accordance with the scale below: \* Paycode 47030 will increase to the minimum wage of \$20 per hour as of 1 April 2021.

Paycode	Position	\$ Per Hour	
		As of 1 July 2016	As of 1 July 2017
-	-	-	-
42384	Team Leader Level 4	37.97	39.01
42383	Team Leader Level 3	36.70	37.70
42382	Team Leader Level 2	35.43	36.40
42380	Team Leader Level 1	34.06	34.97
42370	Team Leader appointment level	33.12	34.03
42440	Level 5	36.01	37.00
42430	Level 4	26.71	27.44
42420	Level 3	25.63	26.33
42410	Level 2	23.91	24.57
42400	Level 1	21.80	22.40

### 3. TOLL NETWORKS (NZ) LTD ALLOWANCES SCHEDULE

#### 3.1. TEA AND COFFEE

Tea and Coffee is provided at all Toll Networks sites.

#### 3.2 SAFETY FOOTWEAR

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

- provide you with the footwear; or if unable to do this
- reimburse you up to a maximum ~~of \$225.11 (from 1 July 2018) and~~ \$231.30 (from 1 July 20192020) (or such greater amount as your manager may agree to having regard to durability and suitability).

#### 3.3 TRANSPORT

If you work between 2000 and 0600 hours and live more than 2km away from work ~~\$6.49 (from 1 July 2016) and~~ \$6.67 (from 1 July 20192020) ~~and~~ \$6.80 (from 1 July 2021) will be paid for the work period (code GTRP).

#### 3.4 LAUNDRY

Employees who are provided with protective clothing (overalls or similar) who launder it are paid an allowance of ~~\$6.69 (from 1 July 2018) and~~ \$6.87 (from 1 July 20192020) ~~and~~ \$7.01 (from 1 July 2021) per fortnight (code GLDH).

#### 3.5 RELOCATION ALLOWANCE

If your work is relocated (without requiring a household removal) and you need to travel additional distance to work you are paid the following one off payment:

Additional Distance	As of 1 July 2018	As of 1 July 20192020
2 km or less	<del>\$0.00</del>	\$0.00
Over 2, up to 4km	<del>\$557.33</del>	\$572.66
Over 4, up to 6km	<del>\$802.55</del>	\$824.62
Over 6, up to 8 km	<del>\$1,000.90</del>	\$1,120.90
Over 8, up to 10 km	<del>\$1,340.59</del>	\$1,377.46
Over 10, up to 12 km	<del>\$1,625.92</del>	\$1,670.63
Over 12, up to 14 km	<del>\$1,887.50</del>	\$1,931.41
Over 14, up to 16 km	<del>\$2141.63</del>	\$2,200.52
Over 16 km	<del>\$2,287.29</del>	\$2,350.19

### 3.6 TOOLS

Tradespersons, including leading tradespersons, and apprentices when working at their occupation and possessing sufficient tools of trade to carry out their work efficiently are paid an allowance of ~~\$0.45 (from 1 July 2018) and \$0.46 (from 1 July 20192020)~~ per hour.

If this is paid in advance it is recoverable from future wages.

### 3.7 FIRST AID

An employee who holds a current First Aid certificate and who is designated by the employer to be the First Aid Attendant for more than 25 industry employees or contractors is paid an allowance of ~~\$0.32 (from 1 July 2018) and \$0.33 (from 1 July 20192020) and \$0.34 (from 1 July 2021)~~ per hour (code GFAD).

### 3.8 CONDITIONS OF WORK

3.8.1 Only one Conditions of Work allowance is payable in respect of the same time.

3.8.2 This allowance is paid to Toll Freight Forwarding employees only:

		\$ Per hour	
		As of 1 July 2018	As of 1 July 20192020
GTNK	If you work inside tank wagons or inside the containers of used cement, flour, bulk wine, and milk powder silos.	\$8.69	\$8.93
		Per work period	Per work period

### 3.9 ON JOB TRAINING ALLOWANCE

An OJT Allowance of ~~\$3.60 (from 1 July 2018) and \$3.70 (from 1 July 20192020) and \$3.77 (from 1 July 2021)~~ per hour will be paid to employees who agree to engage in the On the Job Training Supervision of employees in safety critical positions in Toll Networks (NZ) Ltd.

While the parties acknowledge that the On the Job Training Supervision of employees is voluntary, the payment of the allowance offered, fairly recognises the additional responsibility and effort required of the employee, and as such an individual's agreement to supervise On-Job-Training will not be unreasonably withheld.

## 4 TOLL NETWORKS (NZ) LTD BENEFITS SCHEDULE

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

### 4.1 Staff Support

You shall have access to the following:  
Employee Assistance Programme  
NZR Staff Welfare Trust

### 4.2 Travel Privileges

4.2.1 As determined from time to time by your employer in consultation with the Union, as an employee benefit you shall be entitled to the following Travel Benefits:

- Free or discounted fare passenger travel for yourself, your nominated person and dependants; and
- One free vehicle return Ferry crossing each leave year; and
- Discounted Long Service Leave Travel; and
- Retiring Leave Travel.

### 4.2.2 Employee

'Travel Benefits' entitle the employee to:

Free (Tranz Metro employees only) or discounted travel on employer services when travelling to and from work throughout the year; and

Free passenger travel on employer passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and

One free motor vehicle return ferry crossing pass per year; and

Discounted travel on employer services once the employee has exceeded their free travel entitlements.

Employees engaged during a leave year will be allowed a pro rata entitlement to travel benefits as per the Travel Benefits policy.

### 4.2.3 Nominated Person and Dependants

'Travel Benefits' entitle the employee's nominated person and dependants to:

Discounted travel on Tranz Metro services (not including travel to and from other employment) throughout the year; and

Free passenger travel on employer passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and

Discounted travel on employer services as determined by the employer once the nominated person or dependant/s has exceeded free travel entitlements.

The nominated person and dependant/s do not have to be accompanied by the employee on employer passenger services.

If the nominated person or a dependant is the driver of a vehicle on The Interisland Line Ferry service, they do not have to be accompanied by the employee.

### 4.2.4 Employee on Leave

#### a) Long Service Leave

During long service leave the employee shall be entitled to Discounted Travel and one free passenger return ferry trip for yourself, nominated person and dependants.

#### b) Retiring Leave or Gratuity in Lieu

Employees who are on retiring leave, or who have received a gratuity in lieu of such leave, shall be entitled to free rail travel on Toll Passenger, and one free return ferry passenger trip on The Interisland Line for themselves, nominated person and dependants. This is valid for a period of 6 months from the date of retirement.

- 4.2.5 Employees are entitled to discounted travel on employer services, for your first year and consequent years of continuous employment with the employer.
- 4.2.6 Discounted fares are available between home and work for the following employees:
- Part-time employees working less than 40 hours per fortnight; or
  - Employees engaged for a fixed term less than 12 months duration; or
  - Casual employees engaged for more than 3 weeks.
- 4.2.7 To be eligible to FREE travel benefits employees shall be:
- Employed for more than one year's continuous service; or
  - Employed on a casual basis with 40 hours or more have worked on average during the previous 12 month period; or
  - Employed on a fixed-term basis for one continuous year or more.
- 4.2.8 For the purposes of Travel Benefits, "dependant" means a family member under 18 who is substantially dependent on the employee or is undertaking fulltime study for up to 4 years at a recognised tertiary institution and is substantially financially dependent on the employee; and, "nominated person" means a person nominated by the employee. Nominations may be changed one year after the last nomination or on the change of circumstances of the nominee.
- 4.2.9 The following restrictions and conditions apply:
- Travel Benefits on the employer's passenger services shall be subject to such restrictions and conditions and at such fares as Toll NZ Ltd from time to time determine.
  - The free return vehicle ferry crossing shall be subject to such restrictions and conditions as Toll NZ from time to time determines. Conditions will include restrictions or limited availability on certain sailings, and during school holidays and long weekends.
  - Travel benefits shall NOT be used by employees, retired employees, nominated person and dependants in conjunction with other employment (e.g. to travel to and from other employment).
- 4.3 **Equal Employment Opportunities Networks**  
As part of its EEO programme, the employer assists interested employees in the setting up and operating of equal employment opportunities networks, eg a Women's Network, a Maori Network Te Kupenga Mahi, and a Gay and Lesbian Support Group.

## 5 TOLL NETWORKS (NZ) LTD RETIREMENT LEAVE SCHEDULE

Employees who retire at the specified age or who retire earlier than the specified age with the consent of the employer shall be entitled to paid retiring leave on the following scale:

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



## **6 TOLL NETWORKS (NZ) LTD REDEPLOYMENT AND REDUNDANCY SCHEDULE**

### **6.1. Consultation**

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

### **6.2. Selection for Redundancy**

6.2.1 The employer has the right to determine the criteria by which employees are made redundant, but will in every case consider volunteers before effecting redundancy.

6.2.2 In determining the criteria for effecting redundancy (after considering volunteers) Toll Networks (NZ) Ltd will identify and assess employees in the same or equivalent position as the first priority.

### **6.3. Alternative employment**

6.3.1 If you are in a position which is or will be declared redundant, the employer will endeavour to place you in alternative employment, and/or retrain you where appropriate.

6.3.2 Alternative employment (or a training opportunity) is defined as suitable if it does not require you to remove your household; or to accept a lower rate of pay; or to perform substantially different duties on a permanent basis; and it is within your skills and ability.

6.3.3 Job offers under this provision shall be in writing and shall include information on the location, pay rate and principal duties of the job.

6.3.4 Where the employer is unable to offer alternative employment it will offer redeployment and/or relocation. However in the case of the redundancy arising from outsourcing, contracting out or sale of any part of Toll Networks (NZ) Ltd business, it is recognised Toll Networks (NZ) Ltd may not be able to make an offer of alternative employment, redeployment or relocation but will use its best endeavours to make such an offer.

## **7. Redundancy**

7.1 Where the employer is unable to offer you alternative employment, or you do not accept an offer of redeployment and/or relocation, you (and the union) will be given four weeks notice of redundancy or four weeks wages will be paid in lieu of such notice. The time to consider an offer of redeployment and/or relocation will be concurrent with the notice of redundancy given under this provision.

7.2 If during your notice period you need time off for job search purposes, this will be given favourable consideration. If you find a job during the notice period Toll Networks (NZ) Ltd will make every endeavour to allow you to take up the job without forfeiting your entitlement to redundancy payment.

7.3 If you apply for a vacancy within three years after being made redundant you will be given preference over external candidates (subject to the skills needed to fill the vacancy).

## **8. Relocation**

- 8.1 If you receive an offer which requires a change of residence you will be given 4 weeks to decide upon the offer.
- 8.2 If you accept an offer of redeployment to another location the employer's standard transfer provisions, or relocation benefits of this agreement, will apply. If you need to sell and buy a house as a result you will also be paid a grant of \$1863.

## **9. Redeployment**

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

## **10. Redundancy Payment**

- 10.1 For all employees, if you were last engaged by Toll Networks (NZ) Ltd and its predecessors before 6 April 1990 you are paid under Scale 1 (but a minimum of Scale 2 applies). If you were engaged after that date you are paid under Scale 2.
- 10.2 The "day's pay" is 8 hours at your hourly rate in the Pay Schedule as at your last day at work (includes trades qualification allowances); pro-rated for part time employees.
- 10.3 The redundancy payment will not be greater than the days you would have received in your remaining service to retirement or the expiry of a fixed term. This computation is made at the day of the expiry of notice and counts 10 days per fortnight
- 10.4 Any resigning leave, retiring leave or release leave previously paid is offset.
- 10.5 If you have 10 or more years service privilege travel will be available for 1 year from the date of ceasing duty (including Toll Networks (NZ) Ltd and its predecessors).
- 10.6 For Toll Networks (NZ) Ltd employees, If you shift household you are eligible for free "owners risk" railage of your household and personal effects.
- 10.7 Service means: All service with the employer up to the last day at work and any other recognised service.
- 10.8 Service does not include:
- Service that has been taken into account for a severance or redundancy payment made under earlier arrangements since 1984
  - Any continuous period of leave without pay over 3 months.
- 10.9 Part time service is adjusted on a pro rata basis.

10.10 Service under Scale 1 means:

- If you were engaged before 10 November 1987 your service will mean all service with Toll Networks (NZ) Ltd and its predecessors.
- Service for such employees also includes employment in the State Services, Armed Forces and overseas railways up to 10 November 1987 (provided that service has not previously been recognised for a redundancy payment).
- If you were engaged between 10 November 1987 and 6 April 1990: your service will mean all continuous service from your engagement date.

10.11 Service also includes service with the New Zealand Railways Corporation up to 28 October 1990.

**11. SCALE 1** (employees engaged before 6 April 1990)

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

11.1 If you had, immediately before the start of this agreement, an entitlement to a greater number of days than provided in the above scale, you shall continue to be entitled to that greater number.

11.2 If you have a dependant child under age 18 the payment is increased by 20 days for each dependant child (but not if another employee within either Toll Networks (NZ) Ltd has been paid a supplement for the same child).

**11.3. SCALE 2** (employees engaged after 6 April 1990)

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

## **SCHEDULE 1**

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Subsequent Employer Parties Notification (reference clause 4.3)

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