

Canon



COLLECTIVE EMPLOYMENT AGREEMENT

CANON NEW ZEALAND LIMITED

&

THE POSTAL WORKERS UNION AOTEAROA

1 April 2021 – 31 March 2023

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COLLECTIVE EMPLOYMENT AGREEMENT

1. PARTIES

CANON NEW ZEALAND LIMITED, (“Canon”); and

THE POSTAL WORKERS UNION AOTEAROA, (“PWUA”) on behalf of their member employees of Canon covered by clause 3 of this agreement.

2. TERM

This agreement is made pursuant to part 5 of the Employment Relations Act 2000 and replaces the previous Collective Agreement, dated 1 April 2019 – 31 March 2021. The agreement will come into effect from the 1 April 2021 and expires on 31 March 2023.

3. COVERAGE

- 3.1. This agreement applies only to all members of the PWUA currently undertaking work on any Canon Managed Services Client Site, including Canon Technology Centres in New Zealand. Team leaders and management are excluded.
- 3.2. The employees covered by this agreement may agree to additional terms and conditions that are not inconsistent with this agreement.
- 3.3. Those employees employed by Canon not covered by this coverage clause and who were members of the PWUA prior to 18 January 2006 will still be eligible for coverage.
- 3.4. The terms and conditions of this agreement apply to any new employee who joins the PWUA and is covered by clause 3.1.
- 3.5. Upon engagement Canon will provide all new employees:
 - With a copy of this agreement; and
 - Access to the online Digital Workplace
 - Inform them that this agreement applies to all new employees for the first 30 days of their employment, and beyond if they join the PWUA;
 - Inform them that the new employee may join the PWUA; and
 - Inform them that if the new employee joins the PWUA, they will have all the rights benefits and obligations of the terms and conditions of this collective and any other terms and conditions which are not inconsistent with this agreement.

4. REPRESENTATION

- 4.1. Employees may represent themselves or choose to have the PWUA or any other person represent them on matters relating to their employment.
- 4.2. The PWUA can enter Canon's premises at any reasonable time, following reasonable notification to the Client Site Manager or other authorised person as advised by the Client Sites Manager to discuss matters relating to employment. Reasonable notification means providing at least 48 hours notice, which will ensure that a meeting room is available for the PWUA to conduct union business and that members are available to attend with least disruption to both work and production. It is a requirement that all site visitors are greeted and accompanied while on any Canon customer sites or premises. Site visitors are not breaksted to walk around Canon Client Sites or premises other than specific Canon Service Centre's unaccompanied to meet security and health and safety requirements. This does not preclude union entry as guaranteed under sections 20 and 21 of the Employment Relations Act 2000.
- 4.3. The PWUA will not discuss matters concerning the employment of employees with Canon clients without Canon's written consent. This will not limit the rights of employees as provided by the Employment Relations Act 2000 and/or the Health & Safety at Work Act 2015, and the PWUA is able to exercise these rights to use its best endeavours to resolve employment relationship problems or health and safety issues. However, prior to any such discussions with Canon customers, the PWUA will consult in good faith with Canon and advise Canon with the reason for any proposed discussions.
- 4.4. The PWUA can call for formal meetings to discuss employment related matters. Canon will pay employees to attend two union meetings of no more than two hours duration in each calendar year on the provision that the PWUA provides at least 14 days prior notice, makes arrangements with the employer to ensure that business is maintained during the meeting and provides a list of members who attended the meeting as per section 26 of the Employment Relations Act 2000. Employees must return to work as soon as practicable after the conclusion of the meeting.

5. PROBATIONARY PERIOD

- 5.1. For the first two months of their employment with Canon, every employee will be on a probationary period during which Canon will review the employees' employment to assess the employees' suitability for appointment to the permanent staff.
- 5.2. Pursuant to Section 67 of the Employment Relations Act 2000, at the end of the probationary period, or at any time during the probationary period, Canon may either:
 - Confirm the employee's appointment to Canon's permanent staff;
 - Extend the probationary period in consultation with the PWUA to enable Canon to further assess the employee's suitability for appointment to the Canon's permanent staff; or
 - Terminate the employee's employment on giving the employee one day's notice for less than one month's probationary period, or one week's notice for one to two month's probationary period, or payment in lieu of such notice.

Nothing in this clause will preclude the application of clause 18.3 of this agreement.

- 5.3. Probationary periods do not apply to casual employees.

6. POSITION TITLE/POSITION DESCRIPTION

- 6.1. Employees will be notified of their position and duties in writing. There may be times when a role is varied in order to meet business and customer service requirements. The content

of a role may be varied from time to time after consultation with employees but not so as to substantially alter the nature of the position. Employees may be required to perform other duties for which they are trained, skilled or experienced in.

7. LOCATION OF WORK

- 7.1. The employees will be based at Canon customers' or Canon's premises as directed. Canon may transfer an employee to a position in any other location within reasonable commuting distance of the employee's residence, where the duties of the position are the same as, or similar to, the duties of the employee's current position. Reasonable commuting distance will be considered on a case by case basis as defined by Canon.

In summary, the employee may be required to:

- Work at places other than their workplace;
- Transfer to a location other than their workplace temporarily;
- Travel to places other than their workplace in the course of their duties

The employee will be consulted if there is a requirement to move permanently to a new location within this region.

8. STANDARDS

- 8.1. Canon, the PWUA and the employees will work together to achieve excellence in standards of work and in customer liaison. The workplace must be efficient in operation and appearance, and employees are required to demonstrate skill whilst undertaking tasks and continually improving Canon's operation. Canon reserves the right to determine appropriate standards of work and customer liaison and employees are expected to meet such standards.

9. POLICIES AND PROCEDURES

- 9.1. Employees must comply with Canon's and its clients' policies and procedures that relate to their employment and must be familiar with these policies and procedures at all times.
- 9.2. Where there is a significant change to a policy, or where a new policy significantly impacts Employees, consultation will occur.
- 9.3. A breach of the relevant policies and procedures by an Employee may result in disciplinary action.

10. DRESS STANDARD and PERSONAL PRESENTATION

- 10.1. Professional personal presentation and dress standards must be maintained by employees at all sites. This includes but is not limited to maintaining a tidy appearance 'top to toe'; high standards of hygiene and cleanliness; clean and tidy hair including clean-shaven/tidy facial hair. Personal presentation that is outlandish, extreme or that is inconsistent with Canon and/or its clients' professional image could be viewed as misconduct.
- 10.2. Canon and/or its clients will supply employees with a Corporate Wardrobe where required for the performance of their duties. Where Corporate Wardrobe clothing items are provided, employees must be familiar and comply with the Canon Corporate Wardrobe Protocols and any other reasonable instruction from Canon and/or Canon clients.
- 10.3. Where Corporate Wardrobe clothing items are not provided, employees must be familiar and comply with Canon's Professional Dress and Personal Presentation Standards.

- 10.4. Clothing or footwear required for health and safety reasons will be reimbursed upon presentation of a receipt and provided that authorisation relating to the retail outlet and the cost for the purchase has been obtained from the employee's manager.
- 10.5. Appropriate shoes must be worn at all times. Jandals and/or open toed footwear are not to be worn at any time.
- 10.6. Canon will consider on a case by case basis providing shoes for staff that cover a high amount of kilometres as part of their role.

11. LEAVE

- 11.1. The provisions of the Holidays Act 2003 will apply to Employees (including casual employees as far as the law provides).

Annual Leave

- 11.2. After 12 months continuous employment, employees are entitled to 22 days annual leave per annum. Such leave is to be taken and paid as provided for in the Holidays Act 2003. Notice for annual leave will be advised to Canon in accordance with the Canon Leave Policy

Public Holidays

- 11.3. Public holidays will be granted in accordance with the requirements of the Holidays Act 2003. Such public holidays will be granted on the following days provided they are ordinary working days for the employee (except to the extent set out in clause 13.3 below).

For employees whose contracted hours span midnight, the public holiday will be observed either for the period of the time starting on a normal day and finishing on a public holiday, or for the period starting on a public holiday and finishing on a normal day. Provided operational requirements are met, the employee may choose which option will apply.

- ◆ Christmas Day
- ◆ New Year's Day
- ◆ Waitangi Day
- ◆ Easter Monday
- ◆ Labour Day
- ◆ Anniversary Day
- ◆ Boxing Day
- ◆ Day after New Year's Day
- ◆ Good Friday
- ◆ Anzac Day
- ◆ Birthday of the reigning Sovereign

- 11.4. Canon reserves the right to require an employee to work on a public holiday by giving an employee one month's notice of the requirement to work on that public holiday. In such a case the employee will be given an alternative day's holiday paid at relevant daily pay and at the rate of time and a half for the time actually worked on the public holiday.

Sick/Domestic Leave

- 11.5. After six months continuous service with Canon, employees at Client Sites will be entitled to 10 days sick leave and in each subsequent 12 months of service. Please refer to Appendix I for CTC employees' sick leave provision.
- 11.6. Paid sick or domestic leave will be paid at their relevant daily pay.
- 11.7. Unused sick or domestic leave can accumulate to a maximum of 20 days plus the employee's current year's entitlement.
- 11.8. Canon may at its discretion agree to extra paid sick and/or domestic leave for an employee.

- 11.9. Where an employee has unused sick leave, the employee will be entitled to take part or all of that as paid domestic leave when:
- Their partner is sick; or
 - A dependent is sick.
- 11.10. If an employee intends to take sick or domestic leave, the employee must personally (where reasonably practical) notify the employee's team leader, supervisor or manager as soon as possible and at least 2 hours before the employee is due to start work on the first day of absence or as early as possible after that time as under section 64 of the Holidays Act 2003. In addition, Canon may request an employee to produce a medical certificate or other evidence acceptable to Canon for any sick leave or domestic leave taken for three or more consecutive work days or four or more consecutive calendar days (including two non working days).
- 11.11. Employees may be required, at Canon's expense to undergo a medical examination by a mutually agreed registered medical practitioner or practitioners for the purposes of:
- Determining whether to grant the employee ongoing sick leave; or
 - Determining if the employee is fit to return to work to perform the employee's normal role following a period of sickness or injury; or
 - Obtaining a second opinion to a medical certificate/report supplied on the employee's behalf; or
 - Considering whether or not to terminate the employee's employment on the grounds of medical incapacity; or
 - At any other time Canon has reason to believe that the employee's physical or mental condition may prevent them from safely continuing to perform, or return to perform, their role.

Use of medical reports

Canon may take into account any report received from a medical practitioner to determine whether the employee is fit to continue at, or return to, work to perform their normal role.

Refusal to co-operate

In the event an employee refuses to attend such a medical examination or does not consent to the medical examiner providing Canon with a report, Canon will determine what, if any, steps are to be taken in respect of the employee's employment, based on the information Canon has at that time.

Medical Certificates

Medical certificates may be requested after one day of sick leave, at Canon's expense.

Bereavement Leave

- 11.12. After 6 months' continuous service employees will also be entitled to 3 days' bereavement leave if they suffer a bereavement of any of the following: the employee's spouse or partner, a parent, a child, a brother or sister, a grandchild, a grandparent or a parent-in-law. Canon may ask for satisfactory evidence of the bereavement. In the event of a death outside of the immediate family that causes the employee to suffer a bereavement, up to one day's paid bereavement leave may be taken if Canon accepts the employee has suffered a bereavement as set out in the Holidays Act 2003. Requests for additional paid bereavement leave will be considered on a case by case basis.

Domestic Violence Leave

- 11.13. After 6 months' continuous service, Employees will also be entitled to 10 days' domestic violence leave per year, in accordance with the Holidays Act 2003.
- 11.14. Entitlements to leave as set out in the clauses above are inclusive of entitlements of the Holidays Act 2003.

Parental Leave

- 11.15. After a minimum of 6 months' continuous service with Canon, the employee may be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

Other Leave

- 11.16. The employee must make an application in writing to Canon for other leave to be granted (including study leave, marriage leave, jury leave and leave without pay). Canon may, in its absolute discretion, allow or refuse any application for leave made under this provision with the exception of jury leave which will be granted in accordance to section 6 of the Jury's Act 1981.

Long Service Leave

- 11.16 In recognition of long service with Canon, employees will be entitled to special holidays as follows:

- a) One special holiday of two weeks on completion of 10 years continuous service;
- b) One special holiday of three weeks on completion of 15 years continuous service;
- c) One special holiday of four weeks on completion of 20 years continuous service.

Long service leave must be taken within one year of its falling due. With the written agreement from the employee's manager, the employee may elect to be paid in lieu of taking long service leave entitlement.

12. HOURS OF WORK

- 12.1. The normal business hours of Canon are 6.00am to 7.00pm, Monday to Friday. The employee recognises that some sites work on a 24 hour basis, 7 days a week. The employee's ordinary hours of work will be notified in writing. Casual staff will be offered no less than 3 hours a day if they are called for duty.
- 12.2. Employees are entitled to rest and meal breaks in accordance with the Employment Relations Act 2000. Rest and meal breaks shall be taken at times agreed with the Employer, taking into account work requirements.
- 12.3. The parties will consult about changes to the hours of work, inside the span of hours and days above with the parties striving to reach agreement. Any proposal to change the standard rostered hours, by Canon, will only be to meet the operational needs of the business. Consultation will include consideration of the employee's individual circumstances.
- 12.4. If the parties cannot agree under clause 12.3, Canon reserves the right to change the employee's ordinary hours and days of work on reasonable notice to the employee and the PWUA. In the event that Canon determines such change to be necessary (following consultation); Canon will give the employee and the PWUA not less than 2 weeks' notice. In the event of any dispute the procedures set out in the Employment Relations Act 2000 will apply.
- 12.5. Overtime will be payable at ordinary rates (T1.0) for work outside of standard hours on Client Sites. When an employee is required to travel on company business (including training), outside their set daily working hours and commute time, the employee will be paid for that time or given time in lieu. Please refer to Appendix 1 for the CTC employees' overtime provision.

- 12.6. Canon recognises that no employee is obligated to undertake overtime. The PWUA and the employee understand that overtime may be requested to meet the demands of the business.
- 12.7. Any employee whose ordinary hours of work are less than 40 hour per week may apply for a review of their contracted ordinary hours. Where the employee has regularly exceeded their ordinary hours of work and there is a pattern of additional hours being worked, the employees contracted hours will be increased to reflect the additional pattern of hours. An employee must work a minimum of four weeks doing hours that are different from their contracted hours before they can request a review of their agreement.
- 12.8. Please refer to Appendix I for CTC employees' hours of work provisions.

13. REMUNERATION

- 13.1. All wages will be paid fortnightly by direct credit to the employee's bank account. Canon reserves the right to change this pay period after consultation with employees.
- 13.2. No deductions will be made from the fortnightly wage of any employee, except in the case of accident, sickness or through the employee's own default, agreed unpaid time off, or in instances of over payment, or for any other reason agreed between the employee and Canon.
- 13.3. Canon will, with the employee's consent, deduct PWUA fees from members' wages and remit those to the PWUA monthly.
- 13.4. Where an employee is instructed by a manager and the employee agrees to act in the normal responsibilities
i) of the Client Site Manager, or
ii) at one grade above their own for a period of two hours or more over a period of days a higher responsibility allowance will be paid to the employee at the rate of \$1.63 per hour.
- 13.5. A meal allowance of \$15.39 will be paid to employees who work for more than 9.5 hours in one day without more than 24 hours notice.

Canon Managed Services Client Sites

- 13.6. Employees engaged at a Canon Managed Services Client Site in a Service Centre Representative role or the Operations Co-ordinator role will be remunerated under the remuneration framework as outlined in this CEA.
- 13.7. The printed hourly rates are the minimum rates an employee may be paid.

Grade	Description	Hourly Rate (Gross) 01/04/2021	Excellence Pay * 01/04/2021	Excellence Pay
SCR	Service Centre Representative Entry	\$20.10	\$20.60	2.5%
SCR	Service Centre Representative Qualified	\$20.50	\$21.01	2.5%
OC1	Operations Co-ordinator	\$20.85	\$21.37	2.5%

Figure 1: Rates for Managed Services Client Sites (Year 1)

Grade	Description	Hourly Rate (Gross) 01/04/2022	Excellence Pay * 01/04/2022	Excellence Pay
SCR	Service Centre Representative Entry	\$20.70	\$21.22	2.5%
SCR	Service Centre Representative Qualified	\$21.12	\$21.65	2.5%
OC1	Operations Co-ordinator	\$21.48	\$22.02	2.5%

Figure 1: Rates for Managed Services Client Sites (Year 2)

- 13.8. Employees will be eligible to move to the Service Centre Representative Qualified rate after 12 months' service with the Company. Movement to the Service Centre Representative Qualified rate will be conditional on the the employee achieving the performance rating of "Always Acheives Expectations" in their most recent performance review.
- 13.9. Employees currently paid the living wage, will remain on the current living wage until the new living wage comes into effect on 1 September 2021. Employees will then increase to the new living wage and continue to increase in line with living wage increases in the future.
- 13.10. It is accepted that to meet Canon Managed Services clients' needs, non-standard roles (those which are not in the above table) may exist or be created. To ensure consistency and fairness, pay rates for similar non-standard roles with comparable tasks and responsibilities may be reviewed by Canon and the PWUA upon the employee's request.
- 13.11. Excellence Pay recognises and rewards consistent performance above and beyond the normal requirements of the job. All Canon Managed Services Client Site employees (including Virtual Service Centre staff) are eligible for Excellence Pay. For clarity, employees engaged in a Canon Technology Centre are not eligible for Excellence Pay.
- 13.12. Excellence Pay is a 2.5% premium paid in addition to an employee's current hourly rate for the 12 month period following confirmation of their Annual Performance Review where they have attained an overall performance rating of "6" or "7".
- 13.13. Effective 1 January 2022, the Annual Performance Review rating scale will change to a 5 point scale. Employees will be eligible for Excellence Pay for achieving an Outstanding Performance rating.
- 13.14. The overall performance rating takes into account both Expected Results and Expected Canon Behaviours (Living the Values) and is measured as per the Overall Performance Rating Matrix.
- 13.15. To ensure fairness and consistency:
- Overall Performance Ratings will be moderated regionally and by senior Canon leadership.
 - Local manager recommendations for Excellence Pay will be submitted to senior Canon leadership.
- 13.16. A Performance Rating of "6" or "7" for the 2021 performance review year or Outstanding Performance rating from the 2022 performance review year must be attained at each subsequent annual performance review for continued Excellence Pay. An employee at risk of losing their Excellence Pay must be notified within 3 months of the annual pay review and given reasonable opportunity to demonstrate results and behaviours consistent with the levels required to be eligible for Excellence Pay.

13.17. Excellence Pay will cease for employees who subsequently undergo formal disciplinary action for misconduct or performance matters. For clarity this means that the employee is issued with a written warning.

14. SAVINGS

14.1. Nothing in this agreement shall operate to reduce the wages or salaries paid to any employee at the date of this agreement coming into force without written agreement with the employee.

15. PERFORMANCE REVIEWS

15.1. Canon will conduct performance appraisals at 12 monthly intervals or more frequently at Canon's discretion.

15.2. Where performance appraisals are not carried out in accordance within the specified time-frame the employee will notify the Human Resources in writing that an appraisal is due. Canon undertakes to ensure the appraisal is conducted within 30 days of notification.

15.3. Canon will discuss any unsatisfactory issues and identify the required performance and skill expectations on their appraisal document at the appraisal. For unsatisfactory performance, the employee will have 30 days to improve their performance.

15.4. If an employee considers that the performance appraisal has not been completed fairly or accurately the option exists of advising Human Resources who will make arrangements for a senior manager to review.

15.5. Notwithstanding the provisions of clauses 15.1 through 15.7, where an issue arises in respect to a performance appraisal, the PWUA or employee will have the right to dispute as set out in clause 21.6 of this agreement.

Overall Performance Rating Matrix for 2021 Performance Year

Figure 3: Performance Review Matrix - Excellence Pay 2021

		Not displaying	Displaying	Exceeding
EXPECTED RESULTS	Exceeding	3 Produces excellent results, but opportunities are limited, because their behaviour makes other people's jobs more difficult and damages working relationships at Canon (internally and externally).	5 Produces excellent results and works well with others in Canon and with clients, demonstrating behaviours in line with Canon values. Contributes well to the overall Canon Plan.	6 'Canon Champions' Our most valuable employees. Canon Champions produce excellent results, "lives and breathes" Canon values and champion the behaviours that will make Canon successful.
	Fully Effective	4 Produces the results required, but their behaviour does not help others to achieve their results, or support an internal move to any other job.	5 A good reliable employee, who produces the required results and demonstrates behaviours in line with Canon values.	5 Produces good reliable results, but provides an extra contribution because of the way in which they go about their work.
	Needs Development	2 Recent to the role and making good progress toward full competence in Expected Results, but have areas of concern with their behaviour.	4 Recent to the role but already progressing well toward full competence in Expected Results and demonstrating behaviours in line with Canon values.	5 Recent to the role but already progressing well toward full competence in results, and a shining example because of the way in which they go about their work.
	Not Achieving	1 Need to improve both attitude and outcomes to remain at Canon.	2 Not achieving the required results, but demonstrated behaviours indicate they are committed to Canon and may benefit from development.	3 Needs to develop in the job, but displays behaviours that suggest an investment in their development may result in a much better outcome in future.

- 15.6 'Recent' for the purposes of the Overall Performance Rating Matrix is defined as up to and including 3 months since appointment into a permanent, full time role. A case by case approach will be taken for employees appointed into part time and casual roles and/or with significant leave/breaks of service in their first months into a role.

Performance Rating Matrix for 2022 and beyond Performance Years

Figure 4: Performance Review Matrix – Excellence Pay 2022 onwards

Rating	Descriptor
Outstanding	The employee exceeded all expectations and requirements whilst role-modelling the Canon Leadership and San-ji Behaviours. They are consistently lifting the bar and enabling others to behave in the same way. Their impact was felt outside of their functional area. This rating is reserved for employees who have exhibited exceptional performance and exemplary behaviour whilst meeting challenging demands.
Over Achieves Expectations	The employee frequently exceeded expectations and exhibited outstanding Leadership and San-ji behaviours. You can rely on them to go above and beyond and show others the way. They have moments of brilliance and regularly exceed expectations.
Always Achieves Expectations	The employee successfully delivered everything that was expected of them whilst demonstrating the appropriate Leadership and San-ji behaviours at all times.
Mostly Achieves Expectations	The employee's performance mostly delivered the necessary standard. They may not have met all expectations in either performance (goals) or behaviours. This can mean they delivered most of their agreed performance objectives or demonstrated most of the appropriate Leadership and San-ji behaviours.
Not Achieving Expectations	The employee's performance did not achieve the necessary standard and performance improvement and/or development is required without delay. The employee may be new to their role or new to Canon and therefore still learning their role and what is expected of them. Alternatively, they may not have met expectations in either performance (goals) or behaviours. This can mean they failed to deliver their agreed performance objectives or to demonstrate the appropriate Leadership and San-ji behaviours. This includes employees who may be rated an Achieve, Exceed or Star for their Goals, but are rated Below Expectation for Behaviours (and vice versa).

Canon Technology Centres

- 15.7 Employees engaged at Canon Technology Centres will be remunerated under the Role based Remuneration as outlined in Appendix II.

Note also: Additional provisions relating to Canon Technology Centre employees are contained at Appendix I.

16. SUPERANNUATION

- 16.1 Employees are automatically enrolled into the KiwiSaver scheme.
- 16.2 Unless they employee chooses an alternative KiwiSaver provider, they will be enrolled in a default KiwiSaver scheme.
- 16.3 From 1 April 2013, company contributions required to be made for employees who are members of KiwiSaver or a complying superannuation fund will increase as required by legislation.

- 16.4 Alternatively, employees may already be a member of a KiwiSaver scheme, or wish to become a member of a KiwiSaver scheme.
- 16.5 The New Zealand Post Superannuation Scheme is now closed for enrolment. For employees already enrolled under the Scheme, contribution options may vary during the course of employment if required by law, or otherwise at Canon's discretion.

17. EXPENSES

Employees will be reimbursed for authorised business related expenses incurred on an actual and reasonable basis upon approval from their Manager.

18. TERMINATION

- 18.1. During the probationary period, one day's notice for less than one month's probationary period or one week's notice for one to two month's probationary period may be given by either Canon or the employee. Subsequently two weeks' notice of termination will be given by either party. Canon reserves the right to withhold any outstanding payment in lieu of notice if an employee gives less than two weeks notice. There may be circumstances where Canon considers it best that an employee does not serve out their notice period. In this situation they will be paid remuneration in lieu of notice to cover the remainder of their notice period.
- 18.2. The sub clause 18.1 does not apply to casual employees. Casual employees' employment will terminate at the end of each engagement. During the term of the engagement, one day's notice of termination may be given by either party, (which may be paid in lieu).
- 18.3. Canon is entitled to terminate an employee's employment without notice in the event of serious misconduct.
- 18.4. In some circumstances, the employer may require an employee to cease working while an investigation is carried out into alleged misconduct that may result in termination or a final warning. The Employer may, after discussing the proposal of suspension and approximate timeframe with the Employee, and considering the Employee's views, suspend the Employee on full pay while an investigation is carried out. Suspension itself shall have no bearing on the outcome or indicate or lead to any finding of fact and any period of suspension should be of the minimum duration necessary for a proper investigation. If the situation becomes a legal matter, such as a police investigation, the suspension will be without pay.
- 18.5. If an employee is absent from work for more than three working days without authorisation or good reason, the employee will be deemed to have terminated their employment without notice.
- 18.6. If an employee (excluding casuals) is unable to perform their duties under this agreement by reason of illness or incapacity, Canon may, after consultation with the PWUA, terminate their employment with four weeks' notice.
- 18.7. Upon the termination of an employee's employment, for whatever reason, the employee must immediately deliver to Canon all documents, letters, papers, keys, corporate wardrobe items (in clean and tidy condition) and all other material within their possession or control which relate to the affairs or business of, or belong to, Canon or its clients, before receiving their final pay.
- 18.8. Canon may deduct any outstanding debts or moneys owed to it by an employee from their final pay (including holiday pay) on termination of their employment. Canon will deduct the full cost for any non-returned Corporate Wardrobe items from the employee's final pay.

19. WARNINGS

- 19.1. Except in the case of serious misconduct when no warnings will be given, or in the case of conduct serious enough to warrant a final written warning in the first instance, Canon will endeavour to give employees two written warnings prior to termination of employment.
- 19.2. The following warning procedure will normally be followed:
- Verbal warning
 - Written warning
 - Final written warning
- 19.3. Each warning will include an explanation of the way in which the employee's work or behaviour is unsatisfactory; ways in which the employee can improve to the required standard; when such improvement is to take place; and a warning as to what will happen if the employee does not improve to Canon's satisfaction as required.

20. REDUNDANCY

- 20.1. Redundancy means the termination of an employee's employment, wholly or mainly to the fact that the employee's position is, or will become, superfluous to the Canon's needs.
- 20.2. In the event of redundancy, employees and the PWUA will be given no less than four weeks' notice.
- 20.3. Subject to clause 20.4, in the event that an employee's employment is terminated due to redundancy from a Managed Services Client Site role, the employee will be entitled to redundancy compensation of 4 weeks' salary for the first completed year of service, plus 2 weeks' for each additional year of service (pro rated), up to a maximum payment equal to 12 weeks' salary. Please refer to Appendix I for CTC employees' redundancy compensation provision.
- 20.4. No redundancy (whether technical or otherwise) will arise by reason of the sale, transfer, lease, amalgamation or succession of the whole or part of Canon's business where the employees' are employed by the purchaser, transferee, lessee or successor on substantially similar conditions of employment or on any other conditions of employment that the employee is willing to accept.
- 20.5. Further, no redundancy will occur if the employee is offered an alternative position within Canon and the alternative position is offered on terms and conditions that are comparable to their existing terms and conditions of employment.
- 20.6. Sub-clauses 20.2 and 20.3 do **not** apply to casual employees.

21. DISPUTES/PERSONAL GRIEVANCE PROCEDURES

- 21.1. In the event of any dispute or personal grievance, the procedures set out in the Employment Relations Act 2000 will apply. An explanation of these procedures is set out below.
- 21.2. **Meaning of "Employment Relationship Problem"**
Under the Employment Relations Act 2000, an "employment relationship problem" is any problem (including personal grievances and disputes) relating to or arising out of an employment relationship.
- 21.3. **Services available for resolution of employment relationship problems**

The services available for resolving employment relationship problems are:

- The Ministry of Business, Innovation and Employment, contactable on 0800 20 90 20, which can provide information and/or refer the parties to mediation.
- Mediation provided by the Ministry of Business, Innovation and Employment Mediation Services (or by a mediator agreed between the parties). If the parties resolve the problem at mediation, the mediator can sign the agreed settlement, and that will bind both parties. The parties can also choose to have the mediator resolve the problem. If so, the mediator's decision will be binding on both parties.
- If mediation does not resolve the problem, either party can elect to take the problem to the Employment Relations Authority for investigation. The Employment Relations Authority may direct the parties back to mediation if it thinks that will still be useful. The Authority can investigate and make a determination about the problem.
- If either of the parties is dissatisfied with the determination of the Authority, that person can take the problem to the Employment Court for a judicial hearing. (The Court may also direct the parties back to mediation if it thinks that will still be useful.)
- If the problem is about minimum entitlements under the law, such as the Minimum Wage Act or the Holidays Act, employees may ask a Labour Inspector to enforce their rights.

21.4. **Time for raising personal grievances**

Under the Employment Relations Act 2000 a "personal grievance" is a claim by an employee that:

- He/She has been unjustifiably dismissed; or
- His/Her employment, or one or more its conditions, have been affected to their disadvantage by some unjustifiable action by Canon; or
- He/She has been discriminated against in their employment; or
- He/She has been sexually or racially harassed in their employment, or
- He/She has been subject to duress in their employment, in relation to membership or non-membership of a union or employees' organisation.

21.5. If an employee wishes to raise a personal grievance, it must be raised with Canon within 90 days of the day on which either the action occurred, or the employee became aware of it.

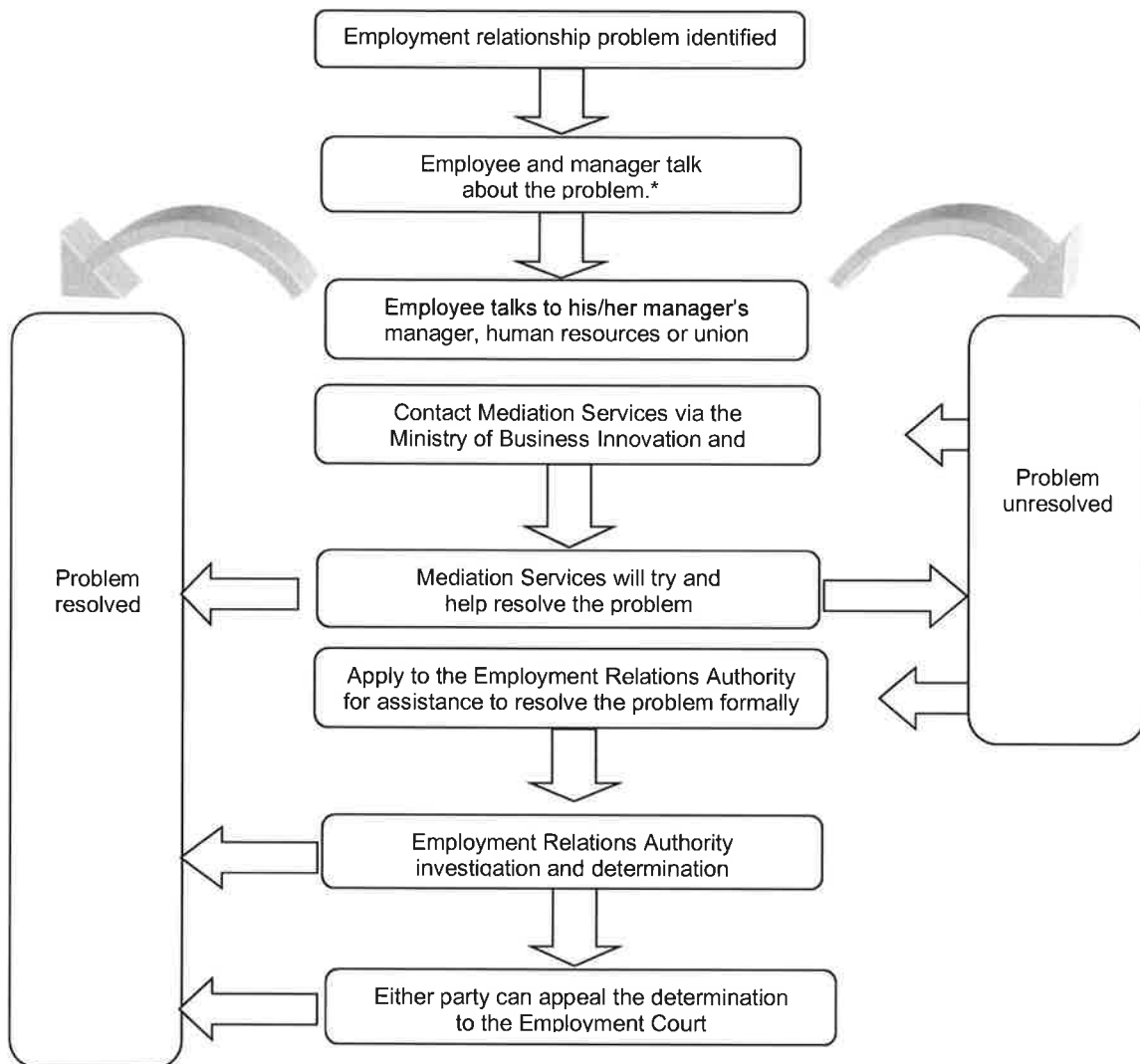
21.6. **How to resolve employment relationship problems**

If an employee has an employment relationship problem it is preferred that the matter is put in writing so that there is no misunderstanding about what the problem is. The employee should set out the details of their problem, the facts giving rise to the problem, and what solution or remedy is being sought.

Canon will respond to the problem in writing. If Canon does not agree with the employee's version of the facts or the solution being sought, it will give their view of the facts, and the reasons why the solution sought will not be provided.

If the problem cannot be resolved by the parties, and either wishes to pursue the matter further, the services available for the resolution of employment relationship problems can be used (see above and the Employment Relationship Problem Resolution Process, below).

Figure 5: Employment Relationship Problem Resolution Process



*Employees can involve the PWUA or representative at any time.

22. CONFIDENTIALITY

- 22.1. Canon has an obligation to respect client confidentiality. Employees have a duty to maintain confidentially about Canon's clients. This is a legal duty and it is considered serious misconduct to breach client confidentiality.
- 22.2. Employees will not at any time during their employment or after the termination of their employment, discuss or disclose information, processes, materials, costs or secrets relating to any aspect of the business or affairs of Canon or its customers, to or with any person or other employee of Canon except in the normal course of business. This obligation does not apply to information which is legally required to be disclosed or which is generally known to the public other than by a breach of this clause.
- 22.3. As a condition of employment, employees may be required to sign Canon clients' confidentiality agreements.

23. STATEMENTS / REPRESENTATIONS

Employees will not make any statements or representations to any person based on information about the Canon's business or its customers' businesses acquired during their employment without obtaining the prior consent of Canon, except where the making of such statement or representation is necessary for the fulfilment of the employees' duties and responsibilities under this agreement.

24. HEALTH AND SAFETY

- 24.1. Canon is committed to providing a safe and healthy workplace and will take all steps that are reasonably practicable to ensure Employees' health and safety at work. Employees must take reasonable care for their own safety, and to ensure that their own acts or omissions do not adversely affect the health and safety of others.
- 24.2. Employees must comply with any reasonable directions and instructions from Canon regarding health and safety and must also cooperate with any reasonable policy or procedure of Canon relating to health or safety.
- 24.3. If an incident or accident occurs (including on any off premises sites which employees attend for work purposes), it must be immediately reported to the Employee's supervisor or manager.
- 24.4. Canon will cover the surcharge cost payment over and above ACC support for the first GP / Accident and Emergency visit for any work-related recorded injury that has been incurred during work hours at Canon. This is to be reimbursed using the expense claim form (located on the company intranet or by seeing your manager) and approved by their direct manager. ACC cover work related injuries and claims. For any additional information please see <http://www.acc.co.nz/making-a-claim>, or phone 0800 22 070 or speak with People and Culture support on 0800 772 267.

25. WORK PERMIT

- 25.1. Where a work permit is required under the provisions of the Immigration Act 2009, Employees are required to produce satisfactory evidence that they hold a valid New Zealand work permit.
- 25.2. If the work permit is revoked or expires, and Canon believes on reasonable grounds that it is unlikely to be reissued or renewed, Canon shall be entitled to terminate the employment on giving such notice, or at its option, salary/wages in lieu of such notice as it determines to be appropriate in the circumstances.

26. EMPLOYEE PROTECTION

Where Canon is contracting out, selling or transferring all or part of the business, where the employee is employed, the following provisions will apply:

- 26.1. Where practicable, the employee will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- 26.2. If Canon decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.

26.3. The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of clause (b) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with Canon (which is not in addition to any other notice period specified within this agreement).

26.4. In the event that the contractor/service provider is not prepared to offer the employee employment in terms of clause (b) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive one month's notice of termination (which is not in addition to any other notice period specified in this agreement) and redundancy compensation.

27. OTHER BUSINESS INTERESTS

Employees must not directly or indirectly hold an interest in, be employed by, or be contracted to any business which may compete (directly or indirectly) in any respect with the business of Canon.

28. CONFLICT OF INTEREST

Employees agree not to enter into any other contract of employment or relationship or activity that could bring them into conflict with their obligations under this Agreement or adversely affect their duty of fidelity to Canon. Any breach of this clause will be treated as serious misconduct and may result in termination of employment without notice.

29. COPYRIGHT

Employees acknowledge that all work which they produce in the performance of their duties under this agreement remains the sole and exclusive property of Canon. Canon will be entitled to any copyright or merchandising right in or arising from such work. Employees must not remove any such work, or copies of such work, from the business premises of Canon or its clients, except for normal working purposes or with the express consent of Canon.

30. PRIVACY

Employees acknowledge from time to time Canon needs to collect personal information from concerning aspects of their employment. Canon will collect this information directly from the employee where possible. Personal information will be used by Canon and may be disclosed to third parties for the purpose of providing references or similar information. The parties acknowledge their other rights and obligations under the Privacy Act 1993.

31. NON SOLICITATION

31.1. Employees must not directly or indirectly solicit, interfere with, offer employment to, or endeavour to entice away from the Canon any employee of the Canon or any customer or client of Canon for a period of 6 months from their final date of employment with Canon.

31.2. If any court should hold that any part of the above restriction or the duration therefore constitutes an unlawful restraint, then Canon will be entitled to modify such restraint to the extent required to render it lawful.

32. VARIATION

The terms of this agreement may be varied by written agreement between the Canon and the PWUA. A majority vote of the employees affected by any proposed variation who are covered by the agreement will require the PWUA to sign off a proposed variation.

33. EXECUTION

This agreement was executed by the parties as set out below:

Signed by:

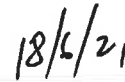
_____ **The Postal Workers Union Aotearoa**

_____ **Date**

Signed on behalf of:



_____ **Canon New Zealand Limited**



_____ **Date**

Appendix I

Technology Centre Employees

Following agreement to coverage under this CEA, the provisions below apply to Convergica Technology Centre employees (only).

For clarity, these provisions:

- Do not apply to Canon Managed Services Client Site employees; and
- Apply in addition to the provisions contained in the core body of this document.

I. Overtime

From time to time, employees may be asked to work overtime to meet business requirements. Overtime is by mutual agreement and is paid at a rate of time and half (T1.5) for all hours worked beyond 40 hours per week, regardless of the day worked.

II. First Aid allowance

An allowance of \$6.72 per week will be paid to designated first aid representatives.

III. Eye Vision Assistance

Where employees are required to operate a VDU as part of their normal duties for at least 50% of their normal working time and wish to have an eye test, the company will meet the cost of this eye test. If an eye test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that the problem which creates a need for spectacles has appeared as a result of VDU work, or an existing condition has been worsened as a result of VDU work, reimbursement for the cost of the examination and the spectacles, subject to a maximum of \$61.29 for frames, will be met by the company. Should the employee choose to be fitted with contact lenses they may be reimbursed up to the equivalent value allowed above for the provision of spectacles.

IV. Hours of Work and Breaks

Hours of work will be those necessary to achieve individual objectives and generally meet the business needs. An employee's letter of agreement will specify their actual hours of work.

Employees are entitled to rest and meal breaks in accordance with the Employment Relations Act 2000. Rest and meal breaks shall be taken at times agreed with the Employer, taking into account work requirements.

V. Night Shift Employees

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

VI. Jury Service

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

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

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

VII. Sick Leave

For up to the first 6 month period of continuous service employees are entitled to up to 5 days sick leave on a pro-rata basis with a further 5 days allowed at any time during the second 6 month period. From the first anniversary of the employees start date employees are entitled to up to 10 days sick leave per annum which may be accumulated to a maximum of 50 days.

In special circumstances, an employee may be required to undergo a medical examination by a medical professional nominated and paid for by Canon.

During the use of the first 5 days of any sick leave earned in any anniversary period, an employee may be required to provide a medical certificate to support any absence of 3 working days or more, or 4 calendar days or more. After 5 days sick leave has been used in any anniversary period, Canon may request and the employee must provide a medical certificate for any period of absence.

VIII. Redundancy

In the event of any redundancy situation arising, CTC employees will be given the requisite notice of termination of their employment. They will also be entitled to redundancy compensation of 4 weeks pay where they have one year of service and 2 weeks pay for every year of service thereafter. There will be no entitlement to any other compensation.

Appendix II: Technology Centre Remuneration

Technology Centre National Pay Rates Effective 1 April 2021						
Position Title from 1/4/2021	Job Ranking	Function	Progression Criteria	Competency Profile	Rate Effective 1/4/2021	Rate Effective 1/4/2022
SCR - Entry Level	Tier 1	Scan Op 1 SCR1 (CTC) BPC 1 (CTC)	Entry level position for new employees.	Works under instruction, meets defined performance targets, completes basic admin tasks. Needs minimal supervision, performs basic maintenance tasks, meets defined performance targets.	\$20.10	\$20.60
SCR – Qualified Rate	Tier 1.2 (attainment of qualified rate mandatory) Tier 2 (*Cross skilled option) Tier 2.1	Scan Op 2 SCR2 (CTC) BPC 2 (CTC) SCR2.1 (CTC) SCR3 (CTC)	Promoted to qualified rate within 12 months of starting in the role on the basis that they receive a performance rating of "Always Achieves Expectations" in their most recent performance review.	Works under instruction, meets defined performance targets, completes admin tasks Needs minimal supervision, meets defined performance targets and exceeds service level agreements with the client.	\$20.50	\$21.01
Digital Services Scan Operator	Tier 1.3	Entry Restricted to Scan Op 3 SCR3 (CTC) Key Person Status	Appointed to role by application and based on vacancy	Carries out tasks within the Digital Services team, assisting with the process of converting physical items for scanning into a digital format, in accordance with client requirements, company guidelines and policy. Tasks completed within deadlines and in line with Service level agreements.	\$21.25	\$21.78

Position Title from 1/4/2021	Job Ranking	Function	Progression Criteria	Competency Profile	Rate Effective 1/4/2021	Rate Effective 1/4/2022
Job Manager	Tier 3 Tier 3.1	Job Manager 1 (CTC) Operations Coordinator (CTC) *Certified Trainer (restricted entry) Job Manager 2 (CTC)	Promoted by application and appointment following internal vacancy and recruitment process	By application and appointment. Competent in supervising team members to ensure correct processes, production standard and targets are achieved. Includes training and mentoring of team members related to specific client jobs. In depth experience in an operational environment and previous experience in a similar role. Customer service and team leadership experience.	\$23.25	\$23.83
Digital Services Capture Operator Level 1	Tier 1 (New Recruit)	Key Op 1 (CTC)	Entry level position for all new employees	Carries out tasks within the Digital Services team, assisting with the Data Capture form assessment system within the process of converting customer documents into a digital format, in accordance with client requirements, company guidelines and policy. Minimum key stroke speed of 7,000 key depressions per hour with an error rate of less than 1%. Competent with a range of technology and other systems and proficient with at least 4 capture clients.	\$20.10	\$20.60

Position Title from 1/4/2021	Job Ranking	Function	Progression Criteria	Competency Profile	Rate Effective 1/4/21	Rate Effective 1/4/22
Digital Services Capture Operator Level 2	Tier 2 (attainment of qualified rate mandatory)	Key Op 2 (CTC)	Promoted by application and appointment following internal vacancy and recruitment process	Carries out tasks within the Digital Services team, assisting with the Data Capture form assessment system within the process of converting customer documents into a digital format, in accordance with client requirements, company guidelines and policy. Minimum key stroke speed of 8,000 key depressions per hour with an error rate of less than 1%. Competent with a range of technology including understanding and maintaining job requirements via MAP and proficient with at least 10 capture clients.	\$20.75	\$21.27
Digital Services Senior Capture Operator	Tier 3	Key Op 3 (CTC)	Promoted by application and appointment following internal vacancy and recruitment process	Carries out tasks within the Digital Services team, assisting with the Data Capture form assessment system within the process of converting customer documents into a digital format, in accordance with client requirements, company guidelines and policy. Minimum key stroke speed of 10,000 key depressions per hour with an error rate of less than 1%. Competent understanding and maintaining job requirements via MAP. Proficient with all capture clients. Ability to respond to internal customer emails.	\$21.50	\$22.04
Digital Services Operator – Logistics	Not in CEA previously	Not in CEA previously	Promoted by application and appointment following internal vacancy and recruitment process	Ensure courier events are conducted with professionalism and within the agreed SLAs. Assisting the document processing with the Production Services team as required. Full drivers licence required, delivering high standards of work within tight deadlines and can work with minimal supervision.	\$21.00	\$21.53

Appendix III Terms of Settlement 2013 to 2015

David Thompson
c/o PWUA
1st Floor
Trades Hall
126 Vivian St
Wellington 6141

By Email

Wednesday 19 February 2014

Dear David,

Collective Bargaining Between Converga and the PWUA: Offer for Settlement

This letter confirms an offer for settlement for renewal of the PWUA-Converga Group Collective Employment Agreement (CEA) for the period 1 October 2013 to 30 March 2015 following collective bargaining and mediation.

The offer is offered on a complete package basis and will be implemented in the event that settlement is ratified by a majority of PWUA members who are employees of Converga Group and come within the coverage clause of the CEA (as amended in the 2013-2015 CEA). Converga Group employees who join the PWUA after this date and who come within the coverage clause of the 2013-2015 CEA will be covered by the CEA from the date they join the PWUA.

1. Wages and allowances

- 1.1 A 2% increase across all printed allowances from 1 February 2014.
- 1.2 Depending on individual Converga Client Site employees' current paid hourly rate, wage increases will be applied from 1 February 2014 as either:
 - A 2% increase across the printed hourly wage rate; or
 - A lump sum equivalent to 2% of an employee's actual annual base earnings; or
 - A combination of the above to the value of 2% of an employee's annual base earnings if they are remunerated above the printed rate but less than 2% above the 2011-2013 CEA schedule
- 1.3 For clarity, the percentage increase above is for start rates as well as the year 3 and year 4 rates as printed in the 2011-2013 CEA.
- 1.4 A 2% increase across all Converga Technology Centre (CTC) employee base rates from 10 March 2014, as per the existing Skills Based Pay (Mana) schedule.

2. Term

The term of the CEA will run for 18 months from 1 October 2013 to 31 March 2015.

3. Coverage

Coverage to extend to all members of the PWUA currently undertaking work on any Converga Client Site **and** CTCs in New Zealand. (Managers and Team Leaders excluded).

4. POP

The new remuneration framework – Performance Oriented Pay (“POP”), – as outlined in the draft 2013-2015 CEA document, to be implemented from 1 January 2014.

Employees who are PWUA members (as at 19 February 2014) and who would have been entitled to a service increment (as per the 2012-2013 PWUA Converga CEA with an additional 2% as outlined under clause 1 above) may elect to receive this increase in lieu of Excellence Pay should they become eligible. It is an “either/or” choice. Employees in this situation are required to communicate their choice to their manager by close of business 30 March 2014.

Employees who elect to retain their service increment in 2014 are then eligible for Excellence Pay in 2015 and going forward.

For clarity, remuneration increases may still be sought through the collective bargaining process.

5. Converga Technology Centre Employees

All material and advantageous CTC employees’ terms as contained in the 2012-2014 PWUA Datam CEA to be protected with a commitment to detail these in an appendix to the 2013-2015 CEA. For clarity, CTC employees will become entitled to any advantageous term contained in the Converga CEA.

CTC employees remuneration will be applied as per Skills Based Pay (outlined in the drafted 2013-2015 CEA). These rates are printed rates, separate to and independent of POP rates.

CTC employees with protected terms of employment personal to the holder will continue to have those terms honoured.

6. Technical claims

Updated as per **2013-2015 draft CEA** document.

I trust this offer for settlement is acceptable to your members and look forward to your written confirmation of this.

Yours sincerely,



Laura Willson
Employment Relations Consultant
Advocate for Converga Group
New Zealand Post

Appendix IV Terms of Settlement 2015 to 2016

**2015 – 2016 Converga and PWUA
Collective Employment Agreement**

Terms of Settlement

The following Terms of Settlement has been agreed between the Company and the PWUA in respect to the Converga and PWUA Collective Employment Agreement:

Term

The Collective Employment Agreement will commence on 1 April 2015 and will expire on 31 March 2016.

Remuneration

An increase of 2.0% will be made to all paid and printed rates and allowances effective from the first day of the pay cycle on or after 1 April 2015. Rates are to be calculated and subject to check by finance/payroll.

Signed for and on behalf of:



Skye Nicholls
General Manager
Converga

Date 24 MAR 15



Teri Ann Schlaepfer
Advocate
Postal Workers Union of Aotearoa

Date 15-3-2015

Appendix V Terms of Settlement 2016 to 2017

TERMS OF SETTLEMENT

between

Converga Group Limited and

Postal Workers Union of Aotearoa (PWUA)

The bargaining representatives for member of the Postal Workers Union of Aotearoa (PWUA) employed by Converga Group Limited ("the employer") and the employer have reached agreement on the following proposed terms of settlement.

These terms are subject to confirmation of the agreement reached at the table and to support ratification, in accordance with the ratification procedures notified at the beginning of bargaining.

If ratified, these terms and conditions will be binding on the parties and will be incorporated in a collective employment agreement binding PWUA member employees of Converga who work comes within the coverage specified ("the agreement").

1. Term

Term of this agreement shall be from 1 April 2016 – 31 March 2017

2. Changes to Remuneration and Allowances

Non printed and printed rates shall increase by 1.75% effective from the first pay cycle after the expiry of the previous agreement. Where an employee is on minimum wage their rate of pay will increase by 1.0% above the minimum wage.

Allowances rates shall increase by 1.75%.

Effective the first pay cycle after the expiry of the previous agreement.

3. Clause

14.1 Hours of Work

Casual staff will be offered no less than 3 hours work a day if they are called for duty.

15.4 Higher Responsibility Allowance

Where an employee is instructed by a manager and the employee agrees to act in the normal responsibilities

- of the Client Site Manager,
- or at one grade above their own for a period of two hours or more over a period of days

a higher responsibility allowance will be paid to the employee at the rate of \$1.50 per hour.



..... Union Initial



..... Employer Initial

TERMS OF SETTLEMENT
between
Converga Group Limited and
Postal Workers Union of Aotearoa (PWUA)

EXECUTION

[For the Employer]



Skye Nicholls
Country Manager
Converga

14 Mar 2016

Date:

[For the Union]



Terri Ann Schlaepfer
PWUA Organiser

14 March 2016

Date:

Appendix VI Terms of Settlement 2017- 2018

TERMS OF SETTLEMENT
between
Converga Group Limited and
Postal Workers Union of Aotearoa (PWUA)

The bargaining representatives for member of the Postal Workers Union of Aotearoa (PWUA) employed by Converga Group Limited ("the employer") and the employer have reached agreement on the following proposed terms of settlement.

These terms are subject to confirmation of the agreement reached at the table and to support ratification, in accordance with the ratification procedures notified at the beginning of bargaining. If ratified, these terms and conditions will be binding on the parties and will be incorporated in a collective employment agreement binding PWUA member employees of Converga who work comes within the coverage specified ("the agreement").

1. Term

Term of this agreement shall be from 1 April 2017 – 31 March 2018

2. Changes to Remuneration and Allowances

SCR1/Scan Op1/BPC1/Key Op1 rates will increase to \$16.07 and SCR2 Scan Op2/BPC2/Key Op2 rates to \$16.54

Other printed and non printed wage rates shall increase by 2%.

Allowances rates shall increase for the following: Meal allowance to \$15.07, Higher Responsibility Allowance \$1.60 per hour, First Aid allowance \$6.58 per week

Effective date: 1 April 2017 with the first pay subject to ratification date and next payroll cycle.

3. Clause updates / changes

13.9 Excellence Pay

Excellence Pay recognises and rewards consistent performance above and beyond the normal requirements of the job. All Converga Client Site employees (including Virtual Service Centre staff) are eligible for Excellence Pay. For clarity, employees engaged in a Converga Technology Centre are not eligible for Excellence Pay.

23.2 Health and Safety

The company will cover the surcharge cost payment over and above ACC support for the first GP / Accident and Emergency visit for any work related recorded injury that has been incurred during work hours at Converga. This is to be reimbursed with using the expense claim form (located on the company intranet or by seeing your manager) and approved by their direct manager. ACC cover work related injuries and claims. For any additional information please see <http://www.acc.co.nz/making-a-claim>, or phone 0800 222 070 or speak with your People and Culture support 0800 772 267.

.....TAS..... Union Initial

.....PB..... Employer Initial

EXECUTION

[For the Employer]



5 April 2017

Paul Bellette
Chief Executive Officer
Converga Group Limited

Date:

[For the Union]



11 April 2017

Terri Ann Schlaepfer
PWUA Organiser
Postal Workers Union of Aotearoa

Date:

Appendix VII Terms of Settlement 2018- 2019

TERMS OF SETTLEMENT | 12 MARCH 2018

BETWEEN **Converga Group Limited (the "Company")**

AND **Postal Workers Union of Aotearoa (the "Union")**

BACKGROUND:

- 1.1 The Union represents various employees of the Company (the "Employees").
- 1.2 The Employees have been employed under a Collective Employment Agreement which expires on 31 March 2018 (the "Expired CEA").
- 1.3 The parties have negotiated a new Collective Employment Agreement (the "CEA") subject to the terms being ratified by the Employees and final approval by the Company of the recommendations of the Company's negotiation team.
- 1.4 The terms agreed for the CEA (subject to ratification and approval processes) are recorded in this document. The Company will be responsible for the subsequent production and the Union will be responsible for the distribution of the CEA.

THE AGREED TERMS:

2. All of the terms set out in the Expired CEA shall be carried over and will continue to apply in full in the CEA except as set out as follows:
 - 2.1 **Term:** the CEA will come into force on 1 April 2018 and will expire on 31 March 2019 and clause 2 will be amended accordingly.
 - 2.2 **Rates of Pay:** An increase of 1% shall apply to employees currently on \$16.07 plus the 2.68% minimum wage increase which takes effective on 1 April, making the new rate \$16.66. All other paid and printed base hourly rates and allowances will increase by 2.15% for those persons covered by the Expired CEA.

The rates contained in clause 13 Remuneration and Appendix I and II, will be amended with the increased rates accordingly and payment of the new rates above will be paid from 1 April 2018.

- 2.3 **Bereavement Leave:** Clause 11.12 will be amended as below (where struck out words are to be removed and bolded words inserted):
*After 6 months continuous service employees will also be entitled to 3 days' bereavement leave if they suffer a bereavement of any of the following: the employee's spouse or partner, a parent, a child, a brother or sister, a grandchild, a grandparent or a parent-in-law. Converga may ask for satisfactory evidence of the bereavement. In the event of a death outside of the immediate family that causes the employee to suffer a bereavement, up to one day's paid bereavement leave may be taken if Converga accepts the employee has suffered a bereavement as set out in the Holidays Act 2003. **Requests for additional paid bereavement leave will be considered on a case by case basis.***
- 2.4 **Overtime:** Clause 12.15 will be amended as below (where struck out words are to be removed and bolded words inserted):
*Overtime will be payable at ordinary rates (T1.0) for work outside of standard hours on client sites. **When an employee is required to travel on company business, (including training) outside their set daily working hours and commute time, the employee will be paid for that time or given time in lieu. Please refer to Appendix 1 for the CTC employee's overtime provision.***

2.5 **Suspension:** The wording in Clause 18.4 will be replaced with:
In some circumstances, the employer may require an employee to cease working while an investigation is carried out into alleged misconduct that may result in termination or a final warning. The Employer may, after discussing the proposal of suspension and approximate timeframe with the Employee, and considering the Employee's views, suspend the Employee on full pay while an investigation is carried out. Suspension itself shall have no bearing on the outcome or indicate or lead to any finding of fact and any period of suspension should be of the minimum duration necessary for a proper investigation. If the situation becomes a legal matter, such as a police investigation, the suspension will be without pay.

3. **Administration:**

- 3.1 On the cover page of the Collective the dates 1 April 2018 to 31 March 2019 will be added and the overseas Converga address information will be removed.
- 3.2 Renumber clause 15 Excellence Pay to 13.9 and update subsequent numbering to line up under 13.9.
- 3.3 Within Clause 14.5 remove the words 'clause 19' and replace with the words 'clause 21.6'
- 3.4 Within clause 21.6, paragraph 3 remove the numbers '19.3'.
- 3.5 Update all other clause numbering and contents page to reflect agreed changes above.

AUTHORISATION

For and on behalf of Postal Workers Union Aotearoa



SIGNED

12 march 2018

DATED

For and on behalf of Converga Group Limited



SIGNED

12 March 2018

DATED

TERMS OF SETTLEMENT | 9 JUNE 2021

BETWEEN Canon New Zealand Limited (the "Company")
AND Postal Workers Union of Aotearoa (the "Union")

BACKGROUND:

- 1.1 The Union represents various employees of the Company (the "Employees").
- 1.2 The Employees have been employed under a Collective Employment Agreement which expired on 31 March 2021 (the "Expired CEA").
- 1.3 The parties have negotiated a new Collective Employment Agreement (the "CEA") subject to the terms being ratified by the Employees and final approval by the Company of the recommendations of the Company's negotiation team.
- 1.4 The terms agreed for the CEA (subject to ratification and approval processes) are recorded in this document. The Company will be responsible for the subsequent production and the Union will be responsible for the distribution of the CEA to the current members.

THE AGREED TERMS:

2. All of the terms set out in the Expired CEA shall be carried over and will continue to apply in full in the CEA except as set out as follows:
 - 2.1 **Term:** the CEA will come into force on 1 April 2021 and will expire on 31 March 2023 and clause 2 will be amended accordingly.
 - 2.2 **Rates of Pay: Year 1:** An increase in printed rates for Managed Services Client Site Employees and Canon Technology Centre employees will apply in line with the attached revised rate card or a minimum increase of 2% from the current minimum wage of \$20 per hour (whichever is the greater). All non printed base hourly rates will increase by 2% for those members covered by the Expired CEA with the exception of employees being paid the living wage.

The new printed rates and non printed increases will be back dated to 1 April 2021 for employees who are employed, and paying Union members, at the date of ratification.

Employees currently paid the living wage, will remain on the current living wage until the new living wage comes into effective on 1 September 2021. Employees will then increase to the new living wage and continue to increase in line with living wage increases in the future. A clause to this effect will be included into the CEA effective 1 April 2021.

The rates contained in clause 13 Remuneration and Appendix I and II, will be amended in line with the increased rates and payment of the new rates above will be back dated and paid from 1 April 2021 with the exception of those paid the living wage.

Mana - Skills Based pay – progression through the roles has been updated as detailed in the remuneration pay rate card and will be through application by the employee and promotion into a vacant or new position. The CEA has been updated to remove reference to Mana and Skills Based Pay. There is no change to member rates who had progressed based on the Mana, Skills Based programme.

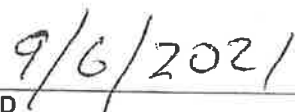
Year 2 – Printed and non printed rates will increase by 2.5% effective 1 April 2022 with the exception of those paid the living wage.

- 2.3 **Sick Leave:** Members on Managed Services Client Sites will receive the increased sick leave entitlement of 10 days per annum at their next sick leave entitlement date and will include any employee who has passed their sick leave entitlement date from 1 April 2021. The sick leave clause will be updated to reflect the new legislation.
- 2.4 **Savings Clause:** A savings clause will be added to the amended CEA.
- 2.5 **Performance Reviews:** The performance review rating scale will change in the 2022 calendar year to align to the 5 point scale in line with the rest of the Company. Details of the new rating scale are included in the finalised CEA.
- 2.6 **Performance Orientated Pay (POP):** No changes to POP in the 2021 performance year. In line with the changes to the performance rating scale, following the completion of the 2022 performance year employees will be eligible to be paid POP when they are rated the top performance rating, being Outstanding. Details of the updates to POP will be included in the CEA.
3. **Administration:**
- 3.1 On the cover page of the Collective the dates 1 April 2021 to 31 March 2023 will be added and the overseas Converga address information will be removed. Following the amalgamation in September 2019 and the employing entity for members now being Canon New Zealand Limited, the agreement will now be with Canon New Zealand Limited.
- 3.2 Updated the reference from Converga to Canon throughout the agreement.
- 3.3 Update all other clause numbering and contents page to reflect agreed changes above.

AUTHORISATION

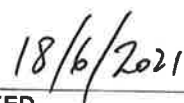
For and on behalf of Postal Workers Union Aotearoa


SIGNED


DATED

For and on behalf of Canon New Zealand Limited


SIGNED


DATED