



[3] The applicant Ms Barbara Whitney is presently employed by NZ Post under the terms of the Collective as a postie having commenced service in July 2007. She had been previously employed by NZ Post for about ten years between 1985 through to 1996.

[4] The applicant Ms Yvonne Westra is presently employed by NZ Post under the terms of the Collective as a postie having commenced service in August 2007. She had been previously employed by NZ Post as a postie for six months in 1974 in Wellington. She then transferred to Remuera from January 1980, and then to Titirangi in July 1984 where she remained until 1986.

### The dispute

[5] The dispute concerns this provision in the Collective in respect of commencing rates of remuneration:-

L: Remuneration

Grade 2

3.Steps 01/02/03 according to the following table:

Step	Criteria
01	Starting rate
02	The minimum step where the employee has not less than 12 months relevant work experience for the role
03	To be applied for people with New Zealand Post experience provided that the experience is relevant and the appointee was previously employed by New Zealand Post for 2 years or more

[6] The applicants argue that Ms Whitney and Ms Westra, because of their previous periods of service with NZ Post, should have commenced their present periods of service on step 03 and not step 01 as they were.

[7] NZ Post argues that both Ms Whitney's and Ms Westra's previous experience with NZ Post is not relevant because it is historical, being some years previous and not within the last five years. The reference to five years is arbitrary and is not derived from the contract.

## The merits

[8] Both representatives argue their respective cases very well and they are to be commended for the quality of the assistance they have provided to the Authority.

[9] The issue in this case is whether Ms Whitney's and Ms Westra's previous periods of service with NZ Post are "relevant". This requires a determination of what is meant by "relevant" as that word is used in the provision.

[10] I am of the view that it is the plain, ordinary meaning of "relevant" and in its correct context that is to be ascertained and preferred. That being so, I consider it must necessarily follow that unless the meaning of that word "relevant" and unless there is an ambiguity, then there is no need or indeed any justification to resort to extraneous matters to ascertain meaning.

[11] I am mindful that employment agreements have very real practical application and they are consulted and considered every day by the parties to them. Because they are "everyday" documents having very wide practical application, they should not be interpreted in an esoteric way. Their provisions must be interpreted in a common sense practical way, with the words chosen by the parties interpreted according to their plain, ordinary meaning.

[12] Ms Jones for NZ Post submits that a significant amount of time has lapsed since the applicant employees' last periods of service and therefore their respective experience is not relevant.

[13] I consider the natural and ordinary meaning of relevant is "bearing upon or connected with the matter in hand" or "pertinent". On this definition, I agree that the applicant employee's previous historical service is relevant experience having a bearing upon and connected with their present periods of service.

[14] I do not agree with NZ Post that "relevant" can be interpreted so that it is synonymous with "recent". That is simply not an interpretation available because that would not be the ordinary and natural meaning of the word.

[15] Nor do I agree that such an interpretation is available in context. Quite the contrary, I consider the context suggests otherwise. The parties did in fact turn their minds to qualifications to previous experience. However, the only qualification they agreed to was that the service must be a minimum of 2 years. It would have been easy enough for the parties to have agreed that such experience must be contemporary, current or recent or within the preceding five years. But they did not do so. It is not for this Authority to do so for them now. I am not prepared to read words into the provision which simply are not there. For these reasons, I conclude that "relevant" is not qualified by the currency of the experience.

[16] While NZ Post argues that "relevant" is a subjective assessment and I agree that it is, I go further to say it is a qualitative one not a quantitative one.

[17] But if NZ Post means that the assessment being subjective, properly involves considering the currency of the experience as a determinant of "relevance", I cannot find that it actually carried out a proper assessment of the detail of the applicant employees' actual experience when it employed them. I am not aware that it enquired of the applicants in a meaningful and proper way of the particular details of their actual previous experience, the detail of their skills and duties employed previously so as to determine such experience "irrelevant". NZ Post not having carried out such enquiries, does not persuade me that it could reasonably conclude Ms Whitney's and Ms Westra's prior service was not "relevant" in terms of determining their commencement rates of remuneration.

### **The determination**

[18] For the above reasons, I determine this problem in the applicants favour. Accordingly, I confirm the Union applicant's interpretation as sought in the terms set out as remedies in the statement of problem.

## Costs

[19] I do not expect there to be any application for costs as neither party was represented by professional advocate. In the event I am mistaken, any such application must be made in writing within 14 days of the date of this determination. I will then set a time for a reply.

Leon Robinson  
**Member of Employment Relations Authority**